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

**Jerrod MacPherson**
*County Administrator*
**Matt Rasmussen**
*Deputy County Administrator*

# Agenda – Board of County Commissioners

To view items in detail, click highlighted areas.

Regular Board of Commissioners Meeting
Tuesday, February 13, 2024 - 9:00 AM
Commissioners' Hearing Room, Benton County Administration Building
7122 W. Okanogan Place, Building E, 3rd Floor, Suite E-303
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:** February 6, 2024

**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**

Animal Control
a. Transfer of Funds, Fund No. 0010, Dept. No. 137 for Overtime

Auditor
b. Accounts Payable ~ Check Posting List for 02/02/2024

Capital Projects
c. Coding Correction Between The Capital Projects Fund 3050 and Behavioral Health Fund 1600 Related to the Recovery Center

CARES/CRRSAA
d. Transfer of Funds, Fund No. 0010, Dept. 139 for Coroner's Office HVAC

Clerk's Office
e. Coding Correction Between The Courthouse Facilitator Fund 1360 and Clerks Collection Fund 1460 for Supplies

Commissioners
f. Transfer of Funds, Fund No. 1600, Dept. 000 for 2023 Coding Correction in the Behavioral Health Fund
g. Surplus and Disposition of Personal Property

Coroner

h. Agreement w/Incyte Pathology, PS for Tissue Specimen Preparation

Corrections

i. Amended Contract w/Darren Dinwoodie dba Inland Polygraph for Polygraph Examinations
j. Agreement w/Ideal Option, PLLC for the Medication Assisted Treatment Program

Human Resources

k. Amendment I to Corrections Supervisors Collective Bargaining Agreement

Information Technology

l. Enterprise Agreement for Licensing Microsoft Software From SHI International Corp.
m. Purchase of One Laptop, Dock & Two Monitors From Dell Inc. for Public Works Department
n. Coding Correction Between the Event Center Fund 1240 and Central Services Fund 5020 for Ricoh Copier Lease Payments
o. Coding Correction Between Insurance Management Fund 5040 and Central Services Fund 5020 for Ricoh Copier Lease Payments
p. Coding Correction Between the General Fund 0010, Dept. 109 and Central Services Fund 5020 for Ricoh Copier Lease Payments
q. Coding Correction Between the General Fund 0010, Dept. 110 and Central Services Fund 5020 for Ricoh Copier Lease Payments
r. Coding Correction Between the General Fund 0010, Dept. 118 and Central Services Fund 5020 for Ricoh Copier Lease Payments
s. Coding Correction Between the General Fund 0010, Dept. 120 and Central Services Fund 5020 for Ricoh Copier Lease Payments
t. Coding Correction Between the General Fund 0010, Dept. 121 and Central Services Fund 5020 for Ricoh Copier Lease Payments

Office of Public Defense

u. Superior Court Public Defense Services Agreement w/Dennis Hanson
v. Superior Court Public Defense Services Agreement w/John Jensen

Planning

w. Subdivision Vacation of Cottonwood Creek – SV 2023-001

Public Safety

x. Coding Correction Between The Capital Projects Fund 3050 and Public Safety Tax Fund 1480 Related to the Shooting Range
y. Coding Correction Between Behavioral Health Fund 1600, Public Safety Tax Fund 1480, Dept. 112 and Central Services Fund 5020 Ricoh Copier Lease Payments
z. Coding Correction Between Public Safety Tax Fund 1480, Dept. 121 and Central Services Fund 5020 for Ricoh Copier Lease Payments

Public Works

aa. Certification of the 2024 Road Levy Certification and Estimated Revenue Produced
bb. Transfer of Funds, Fund No. 1010, Dept. No. 500 for Purchase of Equipment

Purchasing

cc. Change Order #2 Ratifying Change Order Proposal No. 3 to JRT Mechanical, Inc. Contract for the Coroner's Autopsy Ventilation Upgrade Project
dd. Ratifying Change Order No. 1 to DeAtley Crushing Co. Contract for 2023 Crushing Project
ee. Lease Agreement w/Desert Land, LLC for Crush & Stockpile Road Surfacing Materials at Travis Quarry
ff. Lease Agreement w/Sutoga, LLC for Crush & Stockpile Road Surfacing Materials at C. Moore Quarry
gg. Purchase Thermoplastic Markings From Intermountain Sign & Safety, Inc. for Public Works Department

Sustainable Development

hh. Agreement w/The Tri-City Development Council for Economic Development Services

**Public Hearing**

MCI Communications Services, LLC Franchise For Fiber Optic Cable System & Facilities ~ C Woods

**Other Business**

**Adjournment**

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

Jerrod MacPherson
*County Administrator*
Matt Rasmussen
*Deputy County Administrator*

# Minutes – Board of County Commissioners

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, February 6, 2024, 9:00 a.m.
*Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx*

**Present**: Chairman Will McKay
Commissioner Jerome Delvin
Commissioner Michael Alvarez
County Administrator Jerrod MacPherson
Clerk of the Board Amanda Pearson

**Benton County Employees Present During All or a Portion of the Meeting:** Information Technologies Manager, Robert Heard; Human Resources Manager, Carlee Nave; Community Development Director, Greg Wendt; Sustainable Development Manager, Adam Fyall; Prosecuting Attorney, Eric Eisinger; Deputy Prosecuting Attorney, Ryan Brown; Chief, Robert Guerrero; Finance Manager, Linda Ivey; Security Program Coordinator, Steve Caughey; Child Forensic Interviewer, Mari Murstig; Deputy Prosecuting Attorney, Anita Petra; Chief Deputy Treasurer, Kirsten Yniguez

## Pledge of Allegiance

The Board recited the Pledge of Allegiance.

## Approval of Minutes

The Minutes of January 30, 2024 were approved.

## Review Agenda

Jerrod MacPherson added the following:

- Authorization for Relocation Expenses for the Prosecuting Attorney's Office

## Public Comment

Jim Atkins, Prosser, Washington shared his concerns regarding the extension of public comments from three minutes to five minutes, the addition of titles to signature lines, and the expansion [spelling out] of acronyms. Mr. Atkins also submitted printed consent agenda packets with handwritten feedback, to the Clerk of the Board.

Tina Gregory, Kennewick, Washington thanked Mr. Atkins for his thoroughness. She gave examples of federal organizations that she would like to be abolished. She also spoke about rights to privacy, illegal immigrants, and January 6th being a lie. Lastly, she requested that the Bill of Rights be taught in schools and government offices, and to hold government accountable.

Ismael Mendoza-Jimenez, Finley, Washington spoke on the quality of service provided by the Benton County Sheriff's Office. He shared his experiences relating to the lack of deputies available to respond to emergency calls in Finley. Mr. Mendoza-Jimenez suggested adding a substation to reduce the amount of response time it takes to get to the area. He also stated that he disagreed with the previous speaker's comments regarding illegal immigrants and January 6th.

**Consent Agenda**

**MOTION:** Commissioner McKay moved to approve the consent agenda items "a" through "o", pulling item "n". Commissioner Alvarez seconded and upon vote, the Board approved the following:

Auditor

a. Accounts Payable ~ Check Posting List for 01/26/2024
b. Accounts Payable ~ Check Posting List for 01/26/2024

Board of Equalization

c. Appointing Peter Smith to the Benton County Board of Equalization

Commissioners

d. Surplus and Disposition of Personal Property

Coroner

e. Agreement with Forensic Pathology Staffing for Forensic Pathology Services; Amending Resolution 2023-0843

Information Technology

f. Purchase of Five Televisions and Mounts from Costco and WebEx Conferencing Equipment for Jury Training Room from Brahma Enterprises

Juvenile

g. Interagency Agreement with WA State Administrative Office of the Courts for Case Management Assessment Process Trainer Funding

Office of Public Defense

h. Early Termination of District Court Public Defense Services Contract with Matthew Rutt

Planning

i. Final Plat of Mammoth Acres – SUB 2023-004

Prosecuting Attorney

j. Request for Proposal for Licensed Behavioral Health Agency for Substance Use Disorder Treatment in District Court Therapeutic Courts
k. Request for Proposal for Licensed Behavioral Health Agency for Substance Use Disorder Treatment in Superior Court Adult Drug Court

Public Safety

l. Line-Item Transfer, Fund No. 1480, Dept. 121 for Equipment for Virtra Training Simulator

Purchasing

m. Second Contract Amendment with Moon Security Service, Inc. for Fire and Security Monitoring Services
o. Purchase of Two Dump Truck Chassis from Freightliner Northwest for Public Works Department

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## Scheduled Business

### 2024 Benton County Economic Development Plan
Sustainable Development Coordinator, Adam Fyall

Benton County works closely with community partners on an array of projects and programs for the purposes of building resiliency, fostering a positive business climate, creating jobs, and growing the regional tax base.

The County's statement on how it approaches these efforts is detailed in the Benton County Economic Development Plan, which is updated regularly to reflect new information and changes in the social, economic, and business climates of the Tri-Cities region.

**MOTION**: Commissioner McKay moved to approve the adoption of the 2024 Benton County Economic Development Plan. Commissioner Alvarez seconded and upon vote, the motion carried as presented.

### Agreement with Port of Benton for Disbursement of Rural County Capital Fund
Sustainable Development Coordinator, Adam Fyall

This project is unusual among the County's Rural County Capital Fund (RCCF) disbursements in that it will be a single payment wholly dedicated toward the fee title acquisition of property.

The Port is buying the building and land located at 3110 Port of Benton Boulevard. The location is just south of and within sight of the Port's main offices. The RCCF funds are not the entire purchase dollars but are most of it. The Port will renovate the now abandoned and derelict property and remodel it for reuse.

**MOTION**: Commissioner McKay moved to for the disbursement of Rural County Capital Funds to the Port of Benton for the 3110 Innovation Center project in the amount of $1,500,000 and for signing of the disbursement agreement by the Chair or his designee that will put this action into force. Commissioner Alvarez seconded and upon vote, the motion carried as presented.

### Amended Interagency Agreement with Administrative Office of the Courts
County Clerk, Josie Delvin

In 2021, the Washington Supreme Court issued a decision (State v. Blake) that declared the statute upon which certain criminal charges have been based for decades to be unconstitutional, entitling persons convicted thereunder to have convictions under such statute vacated and to receive a refund of certain legal financial obligations (LFOs) paid.

In 2023, legislature appropriated funding to the Administrative Office of the Courts (AOC) to use to continue to reimburse counties including Benton County, for extraordinary costs associated with vacating and dismissing convictions or sentences affected by State v. Blake.

The AOC has agreed to reimburse Benton County up to a maximum of $1,536,934.00 for its judicial, prosecutorial, clerk and defense-related costs related to Blake incurred during the period of July 1, 2023, to June 30, 2024.

This amendment to the current contract specifies further the offices within Benton County that will be reimbursed from Administrative Office of the Courts (AOC). The Prosecuting Attorney's Office did not sign off on this due to how the contract was amended.

**MOTION**: Commissioner McKay moved to approve Amendment #1, Interagency Agreement #IAA24004, with Administrative Office of the Courts. Commissioner Alvarez seconded and upon vote, the motion carried as presented.

**Memorandum of Understanding with United States Marshal for Joint Law Enforcement Operations Task Force**
Commander, Lee Cantu

The United States Marshal Service (USMS) has been granted authority to direct and coordinate permanent US Marshal Services Violent Offender Task Forces consisting of Federal, state, and local law enforcement for the purpose of locating and apprehending fugitives. The Benton County Sheriff's Office (BCSO) has a detective who is part of the Joint Law Enforcement Operations Task Force (JLEO) for the United States Marshal.

In past years, the Sheriff has signed the Memorandum of Understanding (MOU) between Benton County Sheriff's Office and US Marshal Eastern District of Washington for reimbursement, if funding is available, for overtime incurred by the state or local investigators who provide support to USMS Joint Law Enforcement Task Forces.

BSCO received a Memorandum of Understanding (MOU) indicating that Benton County qualifies for the funding reimbursement for the fiscal year 2023-2024 in an amount up to $21,901.00 for services and expenses. In years past, the MOU was typically sent in October and forwarded to the Sheriff for authorization of signature, but this was received within the last week.

Questions from Commissioner McKay regarding the US Marshals' jurisdiction and county liability.

Commissioner Alvarez requested a presentation showing how many deputies are within each zone.

Commissioner Delvin asked about how the taskforce and detective operates within the county.

**MOTION**: Commissioner McKay moved to approve the Memorandum of Understanding for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and US Marshal Eastern District of Washington for a reimbursement to Benton County for an amount up to $21,901.00 for the period of October 24, 2023 to September 30, 2024. Commissioner Alvarez seconded and upon vote, the motion carried as presented.

**Child Forensic Interviewer Reclassification Request in the Prosecuting Attorney's Office**
Prosecuting Attorney, Eric Eisinger

The Benton County Prosecuting Attorney's Office requests reclassification of the child forensic interviewer, Mari Murstig. Pursuant to the interlocal agreement, Benton County oversees this position although its funding is divided among the local agencies according to an established jurisdiction allocation.

Ms. Murstig has a master's degree in psychology and has held this position for approximately 23 years. Because of the uniqueness of the position, the history of this reclassification request, and because Benton County only pays 41% of the salary of the child forensic interviewer, the Prosecuting Attorney's Office feels that reclassification of the position at its historical level (consistent with Deputy Prosecuting Attorney I) is appropriate. Moreover, the involved local agencies support reclassification, and most have given a preliminary financial commitment.

Commissioner Delvin asked for clarification regarding overtime amounts.

Commissioner McKay inquired why Ms. Murstig's salary did not keep up with the Deputy Prosecuting Attorney position.

Human Resources Manager, Carlee Nave, answered questions from Commissioners regarding the ongoing County-wide Compensation study.

Commissioner Alvarez asked questions of both, Carlee, and Prosecuting Attorney Eisinger and stated his concerns.

Discussion continued with no motion made.

**Other Business**

Reimbursement for Relocation Expenses for Applicant Meagan Carmichael
Deputy Prosecuting Attorney, Ryan Brown

The Prosecuting Attorney's Office is looking to fill for a labor and employment position and has a promising applicant who is currently living in Alaska.

**MOTION**: Commissioner McKay moved to approve authorization of the reimbursement for relocation expenses for applicant Meagan Carmichael. Commissioner Alvarez seconded and upon vote, the motion carried as presented.

Commissioner McKay shared his concerns regarding the substance of Mr. Mendoza's public comment.

Commissioner Delvin requested a presentation from the Sheriff's Office.

Commissioner Alvarez agreed.

**Executive Session – Review Qualifications of an Applicant for Public Employment**

The Board went into executive session at 10:21 a.m. for up to 3 minutes with Chief of Corrections, Robert Guerrero and Human Resources Manager, Carlee Nave. Also present were Jerrod MacPherson, Matt Rasmussen, and Amanda Pearson.

The Board came out at 10:24 a.m. No decisions were made in executive session.

**MOTION**: Commissioner McKay moved to approve the Salary Request for Charles Reynolds. Commissioner Alvarez seconded and upon vote, the motion carried.

**Payroll**

Check Date: 01/26/2024

Payroll Checks
Transfers #: 1529-1530
Total of all funds: $1,756.92

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**Accounts Payable**

Check Date: 01/26/2024

Warrants #: 253222-253399
Total of all funds: $1,910,392.33

EFT's #: 771-793
Transfers #: 1503-1505, 1510, 1518-1520
Total of all funds: $304,209.25

**Resolutions**

| | |
|---|---|
| 2024-0094 | Appointing Peter Smith to the Benton County Board of Equalization |
| 2024-0095 | Surplus and Disposition of Personal Property |
| 2024-0096 | Agreement with Forensic Pathology Staffing for Forensic Pathology Services; Amending Resolution 2023-0843 |
| 2024-0097 | Purchase of Five Televisions and Mounts from Costco and WebEx Conferencing Equipment for Jury Training Room from Brahma Enterprises |
| 2024-0098 | Interagency Agreement with WA State Administrative Office of the Courts for Case Management Assessment Process Trainer Funding |
| 2024-0099 | Early Termination of District Court Public Defense Services Contract with Matthew Rutt |
| 2024-0100 | Final Plat of Mammoth Acres – SUB 2023-004 |
| 2024-0101 | Request for Proposal for Licensed Behavioral Health Agency for Substance Use Disorder Treatment in District Court Therapeutic Courts |
| 2024-0102 | Request for Proposal for Licensed Behavioral Health Agency for Substance Use Disorder Treatment in Superior Court Adult Drug Court |
| 2024-0103 | Line-Item Transfer, Fund No. 1480, Dept. 121 for Equipment for Virtra Training Simulator |
| 2024-0104 | Second Contract Amendment with Moon Security Service, Inc. for Fire and Security Monitoring Services |
| 2024-0105 | Purchase of Two Dump Truck Chassis from Freightliner Northwest for Public Works Department |
| 2024-0106 | 2024 Benton County Economic Development Plan |
| 2024-0107 | Agreement with Port of Benton for Disbursement of Rural County Capital Fund |
| 2024-0108 | Amended Interagency Agreement with Administrative Office of the Courts |
| 2024-0109 | Memorandum of Understanding with United States Marshal for Joint Law Enforcement Operations Task Force |
| 2024-0110 | Authorizing the Prosecuting Attorney to Reimburse Meagan Carmichael up to $5,000 for Relocation Expenses per the County's Relocation Expense Policy, Resolution 08-534 |

There being no further business before the Board, the meeting adjourned at approximately 10:25 a.m.

_____ _____

Clerk of the Board Chairman

DRAFT

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN GENERAL FUND, FUND NUMBER 0010, DEPARTMENT NUMBER 137.

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

Dated this _____ day of _____, _____

_____
Chairman

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

J. Castilleja

EXHIBIT "A"

# BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: Animal Control  Dept Nbr: 137

Fund Name: General Fund  Fund Nbr: 0010

TRANSFER FROM:

| BASE SUB (7 digit) | LINE ITEM (5 digit) | LINE ITEM NAME | AMOUNT |
|---|---|---|---|
| 5543010 | 53201 | Vehicle Fuel | $3,800 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | $3,800 |

TRANSFER TO:

| BASE SUB (7 digit) | LINE ITEM (5 digit) | LINE ITEM NAME | AMOUNT |
|---|---|---|---|
| 5543010 | 51925 | Overtime | $3,800 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | $3,800 |

Explanation:

To allocate funding for overtime due to employee being out on leave.

Prepared by: Joshue Castilleja  Date: 01-Feb-2024

Approved ☐  Denied ☐  Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

We, the undersigned Board of County Commissioners of Benton County, Washington, do hereby certify that the merchandise of services hereinafter specified by Funds on the attached Check Posting List, have been received and are approved for payment.

**Accounts Payable**

Check Date: 02/02/2024

Warrants # 253412-253525
Total of all Funds: $720,035.45

EFT # 794-795
Transfers # 1511-1512, 1521, 1524-1526, 1528, 1539, 1544, 1547
Total of all Funds: $32,325.45

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed _____

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 253412 | 02/02/2024 | PRTD | 105374 | AIMSKO INVESTMENTS LLC | 02/01/2024 | | 020224 | 746.00 |
| | | | | AIMSKO INVESTMENTS LLC | 02/01/2024 | | 020224 | 1,206.00 |
| | | | | | CHECK | | 253412 TOTAL: | 1,952.00 |
| 253413 | 02/02/2024 | PRTD | 105878 | APPLIED RESEARCH ASSOCIATES INC | 01/15/2024 | | 020224 | 46,184.00 |
| | | | | | CHECK | | 253413 TOTAL: | 46,184.00 |
| 253414 | 02/02/2024 | PRTD | 101372 | ARC OF TRI-CITIES, INC, THE | 01/17/2024 | | 020224 | 1,973.12 |
| | | | | ARC OF TRI-CITIES, INC, THE | 01/17/2024 | | 020224 | 23,683.25 |
| | | | | ARC OF TRI-CITIES, INC, THE | 01/17/2024 | | 020224 | 2,387.64 |
| | | | | | CHECK | | 253414 TOTAL: | 28,044.01 |
| 253415 | 02/02/2024 | PRTD | 101402 | ASURIS NORTHWEST HEALTH | 01/04/2024 | | 020224 | 5,280.00 |
| | | | | | CHECK | | 253415 TOTAL: | 5,280.00 |
| 253416 | 02/02/2024 | PRTD | 101550 | B-F HEALTH DISTRICT CENTER | 01/23/2024 | | 020224 | 33,048.50 |
| | | | | B-F HEALTH DISTRICT CENTER | 01/23/2024 | | 020224 | 3,946.25 |
| | | | | | CHECK | | 253416 TOTAL: | 36,994.75 |
| 253417 | 02/02/2024 | PRTD | 105144 | BECKWITH CONSULTING GROUP | 12/31/2023 | | 020224 | 2,660.00 |
| | | | | | CHECK | | 253417 TOTAL: | 2,660.00 |
| 253418 | 02/02/2024 | PRTD | 101535 | BENTON PUD | 01/25/2024 | | 020224 | 127.35 |
| | | | | | CHECK | | 253418 TOTAL: | 127.35 |
| 253419 | 02/02/2024 | PRTD | 101583 | BETTENDORF'S PRINTING & DESIGN, LLC | 01/04/2024 | | 020224 | 1,601.04 |
| | | | | | CHECK | | 253419 TOTAL: | 1,601.04 |
| 253420 | 02/02/2024 | PRTD | 100735 | BR SP NAVIGATOR LLC | 01/26/2024 | | 020224 | 100.00 |
| | | | | BR SP NAVIGATOR LLC | 01/26/2024 | | 020224 | 130.84 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 253420 TOTAL: | 230.84 |
| 253421 | 02/02/2024 | PRTD | 101665 | BUCKINGHAM, STEPHEN ALLEN | 01/22/2024 | | 020224 | 460.00 |
| | | | | BUCKINGHAM, STEPHEN ALLEN | 01/19/2024 | | 020224 | 1,100.00 |
| | | | | | | CHECK | 253421 TOTAL: | 1,560.00 |
| 253422 | 02/02/2024 | PRTD | 101665 | BUCKINGHAM, STEPHEN ALLEN | 01/19/2024 | | 020224 | 1,100.00 |
| | | | | | | CHECK | 253422 TOTAL: | 1,100.00 |
| 253423 | 02/02/2024 | PRTD | 102523 | BUENA VISTA PROPERTY MANAGMNT , LLC | 01/30/2024 | | 020224 | 775.00 |
| | | | | BUENA VISTA PROPERTY MANAGMNT , LLC | 01/30/2024 | | 020224 | 775.00 |
| | | | | | | CHECK | 253423 TOTAL: | 1,550.00 |
| 253424 | 02/02/2024 | PRTD | 101678 | BURKHART, JEFFREY EDWARD | 12/20/2023 | | 020224 | 2,308.50 |
| | | | | | | CHECK | 253424 TOTAL: | 2,308.50 |
| 253425 | 02/02/2024 | PRTD | 101678 | BURKHART, JEFFREY EDWARD | 01/03/2024 | | 020224 | 1,750.00 |
| | | | | | | CHECK | 253425 TOTAL: | 1,750.00 |
| 253426 | 02/02/2024 | PRTD | 101689 | C D W GOVERNMENT LLC | 12/14/2023 | | 020224 | 1,087.00 |
| | | | | | | CHECK | 253426 TOTAL: | 1,087.00 |
| 253427 | 02/02/2024 | PRTD | 101895 | C I INFORMATION MANAGEMENT | 11/30/2023 | | 020224 | 237.89 |
| | | | | C I INFORMATION MANAGEMENT | 12/31/2023 | | 020224 | 327.10 |
| | | | | | | CHECK | 253427 TOTAL: | 564.99 |
| 253428 | 02/02/2024 | PRTD | 104033 | CD EXPRESS | 12/21/2023 | | 020224 | 596.26 |
| | | | | | | CHECK | 253428 TOTAL: | 596.26 |
| 253429 | 02/02/2024 | PRTD | 100021 | CH KENNEWICK LLC | 01/18/2024 | | 020224 | 1,375.00 |
| | | | | CH KENNEWICK LLC | 01/18/2024 | | 020224 | 94.45 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 253429 TOTAL: | 1,469.45 |
| 253430 | 02/02/2024 | PRTD | 101818 | CITY OF KENNEWICK | 01/12/2024 | | 020224 | 636.19 |
| | | | | CITY OF KENNEWICK | 01/02/2024 | | 020224 | 655.97 |
| | | | | CITY OF KENNEWICK | 01/02/2024 | | 020224 | 1,423.98 |
| | | | | CITY OF KENNEWICK | 01/02/2024 | | 020224 | 5,750.35 |
| | | | | | | CHECK | 253430 TOTAL: | 8,466.49 |
| 253431 | 02/02/2024 | PRTD | 101823 | CITY OF RICHLAND (Richland) | 01/06/2024 | | 020224 | 55,010.00 |
| | | | | CITY OF RICHLAND (Richland) | 01/26/2024 | | 020224 | 199.97 |
| | | | | CITY OF RICHLAND (Richland) | 02/01/2024 | | 020224 | 474.76 |
| | | | | | | CHECK | 253431 TOTAL: | 55,684.73 |
| 253432 | 02/02/2024 | PRTD | 101825 | CITY OF RICHLAND, C/O FINANCE DEPT | 01/06/2024 | | 020224 | 26,934.00 |
| | | | | CITY OF RICHLAND, C/O FINANCE DEPT | 12/31/2023 | | 020224 | 897.90 |
| | | | | | | CHECK | 253432 TOTAL: | 27,831.90 |
| 253433 | 02/02/2024 | PRTD | 101842 | CLEARWATER SQUARE APTS | 01/23/2024 | | 020224 | 1,095.00 |
| | | | | CLEARWATER SQUARE APTS | 01/23/2024 | | 020224 | 79.63 |
| | | | | CLEARWATER SQUARE APTS | 01/23/2024 | | 020224 | 1,400.00 |
| | | | | CLEARWATER SQUARE APTS | 01/23/2024 | | 020224 | 79.63 |
| | | | | CLEARWATER SQUARE APTS | 01/23/2024 | | 020224 | 1,075.00 |
| | | | | CLEARWATER SQUARE APTS | 01/23/2024 | | 020224 | 117.64 |
| | | | | CLEARWATER SQUARE APTS | 01/23/2024 | | 020224 | 1,075.00 |
| | | | | CLEARWATER SQUARE APTS | 01/23/2024 | | 020224 | 142.85 |
| | | | | CLEARWATER SQUARE APTS | 01/23/2024 | | 020224 | 331.18 |
| | | | | CLEARWATER SQUARE APTS | 01/23/2024 | | 020224 | 84.30 |
| | | | | CLEARWATER SQUARE APTS | 01/23/2024 | | 020224 | 1,075.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | CLEARWATER SQUARE APTS | 10/10/2023 | | 020224 | 1,175.75 |
| | | | | | | | CHECK 253433 TOTAL: | 7,730.98 |
| 253434 | 02/02/2024 | PRTD | 101860 | COLEMAN OIL COMPANY | 01/15/2024 | | 020224 | 95.68 |
| | | | | COLEMAN OIL COMPANY | 01/15/2024 | | 020224 | 53.56 |
| | | | | | | | CHECK 253434 TOTAL: | 149.24 |
| 253435 | 02/02/2024 | PRTD | 101911 | COMPASS CAREER SOLUTIONS LLC | 01/17/2024 | | 020224 | 6,132.25 |
| | | | | | | | CHECK 253435 TOTAL: | 6,132.25 |
| 253436 | 02/02/2024 | PRTD | 105943 | COUNTY OF GRANT | 01/16/2024 | | 020224 | 200.00 |
| | | | | | | | CHECK 253436 TOTAL: | 200.00 |
| 253437 | 02/02/2024 | PRTD | 100175 | CROWN VILLAGE KENNEWICK LLC | 01/25/2024 | | 020224 | 1,125.00 |
| | | | | CROWN VILLAGE KENNEWICK LLC | 01/25/2024 | | 020224 | 202.66 |
| | | | | CROWN VILLAGE KENNEWICK LLC | 01/25/2024 | | 020224 | 130.88 |
| | | | | CROWN VILLAGE KENNEWICK LLC | 01/25/2024 | | 020224 | 75.00 |
| | | | | CROWN VILLAGE KENNEWICK LLC | 01/25/2024 | | 020224 | 130.88 |
| | | | | CROWN VILLAGE KENNEWICK LLC | 01/25/2024 | | 020224 | 75.00 |
| | | | | CROWN VILLAGE KENNEWICK LLC | 01/25/2024 | | 020224 | 130.88 |
| | | | | CROWN VILLAGE KENNEWICK LLC | 01/25/2024 | | 020224 | 75.00 |
| | | | | CROWN VILLAGE KENNEWICK LLC | 01/25/2024 | | 020224 | 202.55 |
| | | | | CROWN VILLAGE KENNEWICK LLC | 01/25/2024 | | 020224 | 1,050.00 |
| | | | | | | | CHECK 253437 TOTAL: | 3,197.85 |
| 253438 | 02/02/2024 | PRTD | 102002 | CULLIGAN WATER CONDITION | 01/18/2024 | | 020224 | 24.90 |
| | | | | CULLIGAN WATER CONDITION | 01/18/2024 | | 020224 | 55.39 |
| | | | | CULLIGAN WATER CONDITION | 01/18/2024 | | 020224 | 32.61 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | CHECK | | 253438 TOTAL: | 112.90 |
| 253439 | 02/02/2024 | PRTD | 105929 | CV THE FRANKLIN DE LLC | 02/01/2024 | | 020224 | 995.00 |
| | | | | CV THE FRANKLIN DE LLC | 02/01/2024 | | 020224 | 92.00 |
| | | | | | CHECK | | 253439 TOTAL: | 1,087.00 |
| 253440 | 02/02/2024 | PRTD | 102040 | DAY WIRELESS SYSTEMS | 01/26/2024 | | 020224 | 8,999.87 |
| | | | | DAY WIRELESS SYSTEMS | 01/26/2024 | | 020224 | 92.40 |
| | | | | DAY WIRELESS SYSTEMS | 01/29/2024 | | 020224 | 686.07 |
| | | | | DAY WIRELESS SYSTEMS | 12/11/2023 | | 020224 | 185.13 |
| | | | | DAY WIRELESS SYSTEMS | 11/09/2023 | | 020224 | 277.19 |
| | | | | | CHECK | | 253440 TOTAL: | 10,240.66 |
| 253441 | 02/02/2024 | PRTD | 104081 | DHIJ RENTALS | 01/18/2024 | | 020224 | 1,206.00 |
| | | | | DHIJ RENTALS | 01/18/2024 | | 020224 | 91.18 |
| | | | | DHIJ RENTALS | 01/29/2024 | | 020224 | 832.00 |
| | | | | DHIJ RENTALS | 01/29/2024 | | 020224 | 90.00 |
| | | | | | CHECK | | 253441 TOTAL: | 2,219.18 |
| 253442 | 02/02/2024 | PRTD | 104081 | DHIJ RENTALS | 01/29/2024 | | 020224 | 832.00 |
| | | | | | CHECK | | 253442 TOTAL: | 832.00 |
| 253443 | 02/02/2024 | PRTD | 102115 | DOLVEN, MICHELLE | 12/27/2023 | | 020224 | 1,650.00 |
| | | | | | CHECK | | 253443 TOTAL: | 1,650.00 |
| 253444 | 02/02/2024 | PRTD | 102217 | ENTRUST COMMUNITY SERVICES | 01/17/2024 | | 020224 | 26,912.00 |
| | | | | | CHECK | | 253444 TOTAL: | 26,912.00 |
| 253445 | 02/02/2024 | PRTD | 102278 | FBI NAA, WA CHAPTER | 01/01/2024 | | 020224 | 120.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 253445 TOTAL: | 120.00 |
| 253446 | 02/02/2024 | PRTD | 102296 | FIELDS, CURTIS A | 01/08/2024 | | 020224 | 1,978.80 |
| | | | | FIELDS, CURTIS A | 01/08/2024 | | 020224 | 64.87 |
| | | | | FIELDS, CURTIS A | 01/02/2024 | | 020224 | 262.52 |
| | | | | | | CHECK | 253446 TOTAL: | 2,306.19 |
| 253447 | 02/02/2024 | PRTD | 102336 | FLAMINGO VILLAGE MOBILE HOME | 01/22/2024 | | 020224 | 500.00 |
| | | | | FLAMINGO VILLAGE MOBILE HOME | 01/22/2024 | | 020224 | 114.12 |
| | | | | | | CHECK | 253447 TOTAL: | 614.12 |
| 253448 | 02/02/2024 | PRTD | 102346 | FOLTZ, JOHN | 01/26/2024 | | 020224 | 1,978.80 |
| | | | | | | CHECK | 253448 TOTAL: | 1,978.80 |
| 253449 | 02/02/2024 | PRTD | 102360 | FRANKLIN CO CLERK | 01/29/2024 | | 020224 | 194.50 |
| | | | | | | CHECK | 253449 TOTAL: | 194.50 |
| 253450 | 02/02/2024 | PRTD | 102380 | FREEMAN, BERNARD | 01/22/2024 | | 020224 | 1,978.80 |
| | | | | | | CHECK | 253450 TOTAL: | 1,978.80 |
| 253451 | 02/02/2024 | PRTD | 102460 | GOODWILL INDUSTRIES OF THE, COLUMBI | 01/22/2024 | | 020224 | 424.94 |
| | | | | GOODWILL INDUSTRIES OF THE, COLUMBI | 01/17/2024 | | 020224 | 42,803.25 |
| | | | | | | CHECK | 253451 TOTAL: | 43,228.19 |
| 253452 | 02/02/2024 | PRTD | 105981 | GRANITE REAL ESTATE LLC | 01/17/2024 | | 020224 | 1,285.50 |
| | | | | | | CHECK | 253452 TOTAL: | 1,285.50 |
| 253453 | 02/02/2024 | PRTD | 102499 | GUARDIAN RFID | 01/26/2024 | | 020224 | 15,748.75 |
| | | | | | | CHECK | 253453 TOTAL: | 15,748.75 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 253454 | 02/02/2024 | PRTD | 102545 | HARRIS, SPENCER | 01/23/2024 | | 020224 | 1,510.00 |
| | | | | | CHECK | | 253454 TOTAL: | 1,510.00 |
| 253455 | 02/02/2024 | PRTD | 102548 | HART, PAUL | 12/31/2023 | | 020224 | 1,978.80 |
| | | | | HART, PAUL | 12/12/2023 | | 020224 | 75.00 |
| | | | | | CHECK | | 253455 TOTAL: | 2,053.80 |
| 253456 | 02/02/2024 | PRTD | 100791 | HEATHERSTONE PRESERVATION LP | 01/30/2024 | | 020224 | 47.00 |
| | | | | | CHECK | | 253456 TOTAL: | 47.00 |
| 253457 | 02/02/2024 | PRTD | 102592 | HEVEL, DAVID | 01/30/2024 | | 020224 | 500.00 |
| | | | | | CHECK | | 253457 TOTAL: | 500.00 |
| 253458 | 02/02/2024 | PRTD | 105781 | HOLLENBERG LAW PLLC | 01/03/2024 | | 020224 | 1,181.25 |
| | | | | | CHECK | | 253458 TOTAL: | 1,181.25 |
| 253459 | 02/02/2024 | PRTD | 105781 | HOLLENBERG LAW PLLC | 01/05/2024 | | 020224 | 1,153.50 |
| | | | | | CHECK | | 253459 TOTAL: | 1,153.50 |
| 253460 | 02/02/2024 | PRTD | 105781 | HOLLENBERG LAW PLLC | 01/31/2024 | | 020224 | 2,475.58 |
| | | | | | CHECK | | 253460 TOTAL: | 2,475.58 |
| 253461 | 02/02/2024 | PRTD | 102646 | HOUSING AUTHORITY OF THE CITY | 01/19/2024 | | 020224 | 189.00 |
| | | | | | CHECK | | 253461 TOTAL: | 189.00 |
| 253462 | 02/02/2024 | PRTD | 102684 | IMAGESOFT INC | 01/05/2024 | | 020224 | 124,396.24 |
| | | | | | CHECK | | 253462 TOTAL: | 124,396.24 |
| 253463 | 02/02/2024 | PRTD | 105977 | JOHN A OORD | 01/18/2024 | | 020224 | 1,150.00 |
| | | | | JOHN A OORD | 01/18/2024 | | 020224 | 1,150.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 253463 TOTAL: | 2,300.00 |
| 253464 | 02/02/2024 | PRTD | 105977 | JOHN A OORD | 01/18/2024 | | 020224 | 1,100.00 |
| | | | | | | CHECK | 253464 TOTAL: | 1,100.00 |
| 253465 | 02/02/2024 | PRTD | 102791 | JOHNSON, FLOYD | 01/08/2024 | | 020224 | 1,978.80 |
| | | | | JOHNSON, FLOYD | 12/26/2023 | | 020224 | 40.89 |
| | | | | | | CHECK | 253465 TOTAL: | 2,019.69 |
| 253466 | 02/02/2024 | PRTD | 105752 | JONATHAN D AMITH | 01/25/2024 | | 020224 | 150.00 |
| | | | | | | CHECK | 253466 TOTAL: | 150.00 |
| 253467 | 02/02/2024 | PRTD | 105480 | JOYLANCE SFH LLC | 01/18/2024 | | 020224 | 814.00 |
| | | | | | | CHECK | 253467 TOTAL: | 814.00 |
| 253468 | 02/02/2024 | PRTD | 103957 | JSE NW LLC | 02/01/2024 | | 020224 | 1,150.00 |
| | | | | | | CHECK | 253468 TOTAL: | 1,150.00 |
| 253469 | 02/02/2024 | PRTD | 105514 | JUB ENGINEERS INC | 01/22/2024 | | 020224 | 983.20 |
| | | | | | | CHECK | 253469 TOTAL: | 983.20 |
| 253470 | 02/02/2024 | PRTD | 102823 | KAMIAKIN APTS | 01/18/2024 | | 020224 | 1,197.90 |
| | | | | | | CHECK | 253470 TOTAL: | 1,197.90 |
| 253471 | 02/02/2024 | PRTD | 103351 | KENNEWICK AFFORDABLE HOUSING LLLP | 01/18/2024 | | 020224 | 39.00 |
| | | | | | | CHECK | 253471 TOTAL: | 39.00 |
| 253472 | 02/02/2024 | PRTD | 102879 | KOONTZ, NICHOLAS | 01/09/2024 | | 020224 | 1,978.80 |
| | | | | | | CHECK | 253472 TOTAL: | 1,978.80 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 253473 | 02/02/2024 | PRTD | 105173 | L&A GENERAL CONTRUCTION | 01/30/2024 | | 020224 | 850.00 |
| | | | | L&A GENERAL CONTRUCTION | 01/30/2024 | | 020224 | 850.00 |
| | | | | L&A GENERAL CONTRUCTION | 01/30/2024 | | 020224 | 850.00 |
| | | | | L&A GENERAL CONTRUCTION | 01/30/2024 | | 020224 | 850.00 |
| | | | | | CHECK | | 253473 TOTAL: | 3,400.00 |
| 253474 | 02/02/2024 | PRTD | 102913 | LABOR & INDUSTRIES, DEPT OF, SELF I | 01/31/2024 | | 020224 | 52,204.42 |
| | | | | | CHECK | | 253474 TOTAL: | 52,204.42 |
| 253475 | 02/02/2024 | PRTD | 100447 | LAKESIDE KENNEWICK LLC | 02/01/2024 | | 020224 | 1,345.00 |
| | | | | LAKESIDE KENNEWICK LLC | 02/01/2024 | | 020224 | 1,057.88 |
| | | | | | CHECK | | 253475 TOTAL: | 2,402.88 |
| 253476 | 02/02/2024 | PRTD | 100562 | LAKEVIEW LIMITED | 01/18/2024 | | 020224 | 620.00 |
| | | | | LAKEVIEW LIMITED | 01/18/2024 | | 020224 | 570.00 |
| | | | | LAKEVIEW LIMITED | 01/18/2024 | | 020224 | 570.00 |
| | | | | LAKEVIEW LIMITED | 01/18/2024 | | 020224 | 570.00 |
| | | | | LAKEVIEW LIMITED | 01/18/2024 | | 020224 | 570.00 |
| | | | | LAKEVIEW LIMITED | 01/18/2024 | | 020224 | 570.00 |
| | | | | LAKEVIEW LIMITED | 01/18/2024 | | 020224 | 520.00 |
| | | | | LAKEVIEW LIMITED | 01/18/2024 | | 020224 | 620.00 |
| | | | | | CHECK | | 253476 TOTAL: | 4,610.00 |
| 253477 | 02/02/2024 | PRTD | 102940 | LAW OFFICE OF SUSAN ELIZABETH , DRU | 01/26/2024 | | 020224 | 3,000.00 |
| | | | | | CHECK | | 253477 TOTAL: | 3,000.00 |
| 253478 | 02/02/2024 | PRTD | 105940 | LIMIN ZHANG | 12/20/2023 | | 020224 | 1,358.50 |
| | | | | LIMIN ZHANG | 12/20/2023 | | 020224 | 358.50 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | LIMIN ZHANG | 12/20/2023 | | 020224 | 1,358.50 |
| | | | | LIMIN ZHANG | 12/20/2023 | | 020224 | 358.50 |
| | | | | LIMIN ZHANG | 12/20/2023 | | 020224 | 1,358.50 |
| | | | | | | CHECK | 253478 TOTAL: | 4,792.50 |
| 253479 | 02/02/2024 | PRTD | 105978 | LUISA MIRANDA PEREZ | 01/18/2024 | | 020224 | 200.00 |
| | | | | | | CHECK | 253479 TOTAL: | 200.00 |
| 253480 | 02/02/2024 | PRTD | 101774 | MARQUINA PROPERTIES, LLC | 01/24/2024 | | 020224 | 1,350.00 |
| | | | | MARQUINA PROPERTIES, LLC | 01/24/2024 | | 020224 | 1,350.00 |
| | | | | MARQUINA PROPERTIES, LLC | 01/24/2024 | | 020224 | 1,350.00 |
| | | | | | | CHECK | 253480 TOTAL: | 4,050.00 |
| 253481 | 02/02/2024 | PRTD | 103119 | MEADOW PARK 155 LLC | 01/18/2024 | | 020224 | 1,281.00 |
| | | | | MEADOW PARK 155 LLC | 01/19/2024 | | 020224 | 637.00 |
| | | | | | | CHECK | 253481 TOTAL: | 1,918.00 |
| 253482 | 02/02/2024 | PRTD | 103119 | MEADOW PARK 155 LLC | 01/19/2024 | | 020224 | 600.00 |
| | | | | | | CHECK | 253482 TOTAL: | 600.00 |
| 253483 | 02/02/2024 | PRTD | 105938 | MEEDER PUBLIC FUNDS INC | 12/31/2023 | | 020224 | 4,500.00 |
| | | | | | | CHECK | 253483 TOTAL: | 4,500.00 |
| 253484 | 02/02/2024 | PRTD | 103134 | MEL'S INTERCITY TOWING | 01/26/2024 | | 020224 | 210.88 |
| | | | | | | CHECK | 253484 TOTAL: | 210.88 |
| 253485 | 02/02/2024 | PRTD | 105565 | MENKE JACKSON BEYER LLP | 12/31/2023 | | 020224 | 102.00 |
| | | | | | | CHECK | 253485 TOTAL: | 102.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 253486 | 02/02/2024 | PRTD | 103216 | MRJN ASSOCIATES LLC | 01/17/2024 | | 020224 | 2,907.00 |
| | | | | | | CHECK | 253486 TOTAL: | 2,907.00 |
| 253487 | 02/02/2024 | PRTD | 999999 | MATHEW BOND | 01/29/2024 | | 020224 | 14.69 |
| | | | | | | CHECK | 253487 TOTAL: | 14.69 |
| 253488 | 02/02/2024 | PRTD | 103431 | OXFORD HOUSE EDISON | 01/18/2024 | | 020224 | 500.00 |
| | | | | | | CHECK | 253488 TOTAL: | 500.00 |
| 253489 | 02/02/2024 | PRTD | 105871 | PACIFIC NW FORENSIC PATHOLOGY PLLC | 01/15/2024 | | 020224 | 8,988.00 |
| | | | | | | CHECK | 253489 TOTAL: | 8,988.00 |
| 253490 | 02/02/2024 | PRTD | 103469 | PACIFIC OFFICE AUTOMATION, INC | 01/19/2024 | | 020224 | 596.36 |
| | | | | | | CHECK | 253490 TOTAL: | 596.36 |
| 253491 | 02/02/2024 | PRTD | 101214 | PARAGON EQUITY MANAGEMENT, LLC | 01/17/2024 | | 020224 | 935.00 |
| | | | | | | CHECK | 253491 TOTAL: | 935.00 |
| 253492 | 02/02/2024 | PRTD | 100509 | PASCO TRICITIES KOA | 01/18/2024 | | 020224 | 470.00 |
| | | | | | | CHECK | 253492 TOTAL: | 470.00 |
| 253493 | 02/02/2024 | PRTD | 103514 | PC MEADOW SPRINGS, LLC | 01/18/2024 | | 020224 | 1,092.00 |
| | | | | | | CHECK | 253493 TOTAL: | 1,092.00 |
| 253494 | 02/02/2024 | PRTD | 103558 | PINECREST APARTMENTS | 01/19/2024 | | 020224 | 529.00 |
| | | | | PINECREST APARTMENTS | 01/19/2024 | | 020224 | 1,009.00 |
| | | | | PINECREST APARTMENTS | 01/19/2024 | | 020224 | 1,009.00 |
| | | | | | | CHECK | 253494 TOTAL: | 2,547.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
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| 253495 | 02/02/2024 | PRTD | 105987 | POWELL AND GUNTER | 01/24/2024 | | 020224 | 1,771.71 |
| | | | | | | CHECK | 253495 TOTAL: | 1,771.71 |
| 253496 | 02/02/2024 | PRTD | 103661 | QUADIENT LEASING USA INC | 12/29/2023 | | 020224 | 272.95 |
| | | | | | | CHECK | 253496 TOTAL: | 272.95 |
| 253497 | 02/02/2024 | PRTD | 102821 | RBJK VENTURE, LLC | 01/18/2024 | | 020224 | 1,075.00 |
| | | | | RBJK VENTURE, LLC | 01/18/2024 | | 020224 | 50.00 |
| | | | | | | CHECK | 253497 TOTAL: | 1,125.00 |
| 253498 | 02/02/2024 | PRTD | 103735 | RESPONDING TO AUTISM SERVICES , INC | 01/17/2024 | | 020224 | 29,793.75 |
| | | | | | | CHECK | 253498 TOTAL: | 29,793.75 |
| 253499 | 02/02/2024 | PRTD | 103741 | REZENDES RENTALS | 02/01/2024 | | 020224 | 1,500.00 |
| | | | | REZENDES RENTALS | 02/01/2024 | | 020224 | 1,550.00 |
| | | | | | | CHECK | 253499 TOTAL: | 3,050.00 |
| 253500 | 02/02/2024 | PRTD | 103748 | RICHLAND MOBILE HOME PARK | 01/18/2024 | | 020224 | 475.00 |
| | | | | RICHLAND MOBILE HOME PARK | 01/18/2024 | | 020224 | 775.00 |
| | | | | RICHLAND MOBILE HOME PARK | 01/18/2024 | | 020224 | 775.00 |
| | | | | | | CHECK | 253500 TOTAL: | 2,025.00 |
| 253501 | 02/02/2024 | PRTD | 103755 | RICOH USA, INC | 01/01/2024 | | 020224 | 902.30 |
| | | | | RICOH USA, INC | 01/15/2024 | | 020224 | 72.01 |
| | | | | RICOH USA, INC | 01/05/2024 | | 020224 | 60.61 |
| | | | | | | CHECK | 253501 TOTAL: | 1,034.92 |
| 253502 | 02/02/2024 | PRTD | 105990 | SANDRA RAMIREZ MARTINEZ | 01/26/2024 | | 020224 | 1,485.00 |
| | | | | SANDRA RAMIREZ MARTINEZ | 01/26/2024 | | 020224 | 1,485.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
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| | | | | SANDRA RAMIREZ MARTINEZ | 01/26/2024 | | 020224 | 1,485.00 |
| | | | | SANDRA RAMIREZ MARTINEZ | 01/26/2024 | | 020224 | 1,485.00 |
| | | | | SANDRA RAMIREZ MARTINEZ | 01/26/2024 | | 020224 | 1,485.00 |
| | | | | | | CHECK | 253502 TOTAL: | 7,425.00 |
| 253503 | 02/02/2024 | PRTD | 103865 | SCHINDLER ELEVATOR CORP. | 12/01/2023 | | 020224 | 3,940.38 |
| | | | | | | CHECK | 253503 TOTAL: | 3,940.38 |
| 253504 | 02/02/2024 | PRTD | 102304 | SECRETARY OF STATE | 01/23/2024 | | 020224 | 9,934.78 |
| | | | | | | CHECK | 253504 TOTAL: | 9,934.78 |
| 253505 | 02/02/2024 | PRTD | 103954 | SMITH, DONALD | 01/11/2024 | | 020224 | 1,978.80 |
| | | | | | | CHECK | 253505 TOTAL: | 1,978.80 |
| 253506 | 02/02/2024 | PRTD | 103909 | STARLITE MOTEL | 01/19/2024 | | 020224 | 975.00 |
| | | | | | | CHECK | 253506 TOTAL: | 975.00 |
| 253507 | 02/02/2024 | PRTD | 104038 | STATE AUDITOR, LEGISLATIVE BUILDING | 01/10/2024 | | 020224 | 22,159.35 |
| | | | | | | CHECK | 253507 TOTAL: | 22,159.35 |
| 253508 | 02/02/2024 | PRTD | 104059 | STONEGATE APARTMENTS | 01/18/2024 | | 020224 | 1,486.00 |
| | | | | | | CHECK | 253508 TOTAL: | 1,486.00 |
| 253509 | 02/02/2024 | PRTD | 101598 | TAMAKI LAW OFFICES | 12/12/2023 | | 020224 | 465.82 |
| | | | | | | CHECK | 253509 TOTAL: | 465.82 |
| 253510 | 02/02/2024 | PRTD | 105114 | TMG PROPERTY MANAGEMENT SERVICES | 01/18/2024 | | 020224 | 1,290.74 |
| | | | | TMG PROPERTY MANAGEMENT SERVICES | 01/22/2024 | | 020224 | 109.66 |
| | | | | TMG PROPERTY MANAGEMENT SERVICES | 01/22/2024 | | 020224 | 1,800.00 |
| | | | | TMG PROPERTY MANAGEMENT SERVICES | 01/22/2024 | | 020224 | 151.26 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
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| | | | | TMG PROPERTY MANAGEMENT SERVICES | 01/22/2024 | | 020224 | 529.00 |
| | | | | TMG PROPERTY MANAGEMENT SERVICES | 01/22/2024 | | 020224 | 1,775.00 |
| | | | | TMG PROPERTY MANAGEMENT SERVICES | 01/22/2024 | | 020224 | 1,800.00 |
| | | | | TMG PROPERTY MANAGEMENT SERVICES | 01/22/2024 | | 020224 | 97.82 |
| | | | | TMG PROPERTY MANAGEMENT SERVICES | 01/22/2024 | | 020224 | 1,800.00 |
| | | | | TMG PROPERTY MANAGEMENT SERVICES | 01/22/2024 | | 020224 | 132.22 |
| | | | | TMG PROPERTY MANAGEMENT SERVICES | 01/22/2024 | | 020224 | 1,800.00 |
| | | | | | CHECK | | 253510 TOTAL: | 11,285.70 |
| 253511 | 02/02/2024 | PRTD | 104269 | U S LINEN & UNIFORM INC | 01/02/2024 | | 020224 | 248.00 |
| | | | | U S LINEN & UNIFORM INC | 01/02/2024 | | 020224 | 176.04 |
| | | | | U S LINEN & UNIFORM INC | 01/02/2024 | | 020224 | 43.48 |
| | | | | | CHECK | | 253511 TOTAL: | 467.52 |
| 253512 | 02/02/2024 | PRTD | 104324 | VALLEY PUBLISHING CO | 01/24/2024 | | 020224 | 195.05 |
| | | | | | CHECK | | 253512 TOTAL: | 195.05 |
| 253513 | 02/02/2024 | PRTD | 104229 | VISIT TRI-CITIES | 01/24/2024 | | 020224 | 999.00 |
| | | | | | CHECK | | 253513 TOTAL: | 999.00 |
| 253514 | 02/02/2024 | PRTD | 104438 | W S A C | 01/01/2024 | | 020224 | 3,182.00 |
| | | | | W S A C | 01/01/2024 | | 020224 | 8,627.00 |
| | | | | | CHECK | | 253514 TOTAL: | 11,809.00 |
| 253515 | 02/02/2024 | PRTD | 104454 | WA ST DEPT OF AGRICULTURE | 01/23/2024 | | 020224 | 25.00 |
| | | | | | CHECK | | 253515 TOTAL: | 25.00 |
| 253516 | 02/02/2024 | PRTD | 104473 | WA ST SEARCH & RESCUE ASSOC. | 01/12/2024 | | 020224 | 45.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 253516 TOTAL: | 45.00 |
| 253517 | 02/02/2024 | PRTD | 104474 | WA ST SHERIFFS ASSOCIATION | 01/10/2024 | | 020224 | 1,610.00 |
| | | | | | | CHECK | 253517 TOTAL: | 1,610.00 |
| 253518 | 02/02/2024 | PRTD | 104391 | WALKER HEYE MEEHAN & EISINGER , PLL | 01/18/2024 | | 020224 | 500.00 |
| | | | | | | CHECK | 253518 TOTAL: | 500.00 |
| 253519 | 02/02/2024 | PRTD | 104439 | WASHINGTON ASSOCIATION OF, CORONERS | 01/01/2024 | | 020224 | 300.00 |
| | | | | | | CHECK | 253519 TOTAL: | 300.00 |
| 253520 | 02/02/2024 | PRTD | 104496 | WAXIE SANITARY SUPPLY | 10/20/2023 | | 020224 | 286.77 |
| | | | | | | CHECK | 253520 TOTAL: | 286.77 |
| 253521 | 02/02/2024 | PRTD | 104566 | WINCO FOODS, LLC | 01/22/2024 | | 020224 | 100.00 |
| | | | | WINCO FOODS, LLC | 01/22/2024 | | 020224 | 138.46 |
| | | | | | | CHECK | 253521 TOTAL: | 238.46 |
| 253522 | 02/02/2024 | PRTD | 104569 | WINCO FOODS, LLC | 01/22/2024 | | 020224 | 149.52 |
| | | | | WINCO FOODS, LLC | 01/22/2024 | | 020224 | 249.79 |
| | | | | WINCO FOODS, LLC | 01/22/2024 | | 020224 | 250.00 |
| | | | | WINCO FOODS, LLC | 01/22/2024 | | 020224 | 161.50 |
| | | | | WINCO FOODS, LLC | 01/22/2024 | | 020224 | 72.57 |
| | | | | WINCO FOODS, LLC | 01/22/2024 | | 020224 | 250.00 |
| | | | | | | CHECK | 253522 TOTAL: | 1,133.38 |
| 253523 | 02/02/2024 | PRTD | 104362 | WSACC | 01/02/2024 | | 020224 | 2,800.00 |
| | | | | | | CHECK | 253523 TOTAL: | 2,800.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 253524 | 02/02/2024 | PRTD | 104383 | WSGRTA | 01/08/2024 | | 020224 | 350.00 |
| | | | | | | CHECK | 253524 TOTAL: | 350.00 |
| 253525 | 02/02/2024 | PRTD | 104628 | ZIPLY FIBER | 01/01/2024 | | 020224 | 310.20 |
| | | | | | | CHECK | 253525 TOTAL: | 310.20 |

NUMBER OF CHECKS 114 *** CASH ACCOUNT TOTAL *** 720,035.45

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL PRINTED CHECKS | 114 | 720,035.45 |

*** GRAND TOTAL *** 720,035.45

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

| YEAR PER JNL SRC ACCOUNT EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC / LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|---|
| 2024 2 173 | | | | | | | | | |
| APP HS850000-21340 | | | | | Vouchers Payable | | | 226,819.72 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11120 | | | | | AP Check Claims Clearing | | | | 720,035.45 |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP RD850000-21340 | | | | | Vouchers Payable | | | 56,832.77 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP GF005000-21340 | | | | | Vouchers Payable | | | 224,540.54 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PD850000-21340 | | | | | Vouchers Payable | | | 2,660.00 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP VA850000-21340 | | | | | Vouchers Payable | | | 1,699.16 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IM850000-21340 | | | | | Vouchers Payable | | | 1,087.00 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BHF85000-21340 | | | | | Vouchers Payable | | | 8,466.49 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP JD850000-21340 | | | | | Vouchers Payable | | | 12,557.00 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP JC850000-21340 | | | | | Vouchers Payable | | | 2,990.00 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PS850000-21340 | | | | | Vouchers Payable | | | 18,491.35 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP SW850000-21340 | | | | | Vouchers Payable | | | 4,084.75 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PB850000-21340 | | | | | Vouchers Payable | | | 53.56 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CF500000-21340 | | | | | Vouchers Payable | | | 1,650.00 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IT850000-21340 | | | | | Vouchers Payable | | | 99,032.00 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP WC850000-21340 | | | | | Vouchers Payable | | | 52,204.42 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP TI850000-21340 | | | | | Vouchers Payable | | | 4,500.00 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP HH850000-21340 | | | | | Vouchers Payable | | | 1,092.00 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BU850000-21340 | | | | | Vouchers Payable | | | 80.64 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP EL500000-21340 | | | | | Vouchers Payable | | | 195.05 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP FG850000-21340 | | | | | Vouchers Payable | | | 999.00 | |
| 02/02/2024 | 020224 | 020224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 720,035.45 | 720,035.45 |
| APP 99900000-81080 | | | | | Due To Human Services | | | 226,819.72 | |

JOURNAL ENTRIES TO BE CREATED

| YEAR PER JNL SRC ACCOUNT EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|---|
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP HS810000-11110 | | | | | Cash Equity | | | | 226,819.72 |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP 99900000-81010 | | | | | Due To County Road | | | 56,832.77 | |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP RD810000-11110 | | | | | Cash Equity | | | | 56,832.77 |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP 99900000-80010 | | | | | Due To General Fund | | | 224,540.54 | |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP GF001000-11110 | | | | | Cash Equity | | | | 224,540.54 |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP 99900000-81100 | | | | | Due To Park Development | | | 2,660.00 | |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP PD810000-11110 | | | | | Cash Equity | | | | 2,660.00 |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP 99900000-81040 | | | | | Due To Veterans Assistance Fnd | | | 1,699.16 | |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP VA810000-11110 | | | | | Cash Equity | | | | 1,699.16 |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP 99900000-85040 | | | | | Due To Insurance Management | | | 1,087.00 | |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP IM810000-11110 | | | | | Cash Equity | | | | 1,087.00 |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP 99900000-81600 | | | | | Due To Behavioral Health | | | 8,466.49 | |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP BHF81000-11110 | | | | | Cash Equity | | | | 8,466.49 |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP 99900000-81420 | | | | | Due To Jail Depreciation Reser | | | 12,557.00 | |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP JD810000-11110 | | | | | Cash Equity | | | | 12,557.00 |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP 99900000-81150 | | | | | Due To Juvenile Center | | | 2,990.00 | |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP JC810000-11110 | | | | | Cash Equity | | | | 2,990.00 |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP 99900000-81480 | | | | | Due To Public Safety Tax Fund | | | 18,491.35 | |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP PS810000-11110 | | | | | Cash Equity | | | | 18,491.35 |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP 99900000-81550 | | | | | Due To Solid Waste Collection | | | 4,084.75 | |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP SW810000-11110 | | | | | Cash Equity | | | | 4,084.75 |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP 99900000-81500 | | | | | Due To Pest Board | | | 53.56 | |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP PB810000-11110 | | | | | Cash Equity | | | | 53.56 |
| 02/02/2024 | 020224 | 020224 | | | | | | | |
| APP 99900000-81360 | | | | | Due To Courthouse Facilitator | | | 1,650.00 | |
| 02/02/2024 | 020224 | 020224 | | | | | | | |

JOURNAL ENTRIES TO BE CREATED

| YEAR PER JNL SRC ACCOUNT EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|---|
| APP CF100000-11110 02/02/2024 | 020224 | 020224 | | | Cash Equity | | | | 1,650.00 |
| APP 99900000-85020 02/02/2024 | 020224 | 020224 | | | Due To Central Services | | | 99,032.00 | |
| APP IT810000-11110 02/02/2024 | 020224 | 020224 | | | Cash Equity | | | | 99,032.00 |
| APP 99900000-85030 02/02/2024 | 020224 | 020224 | | | Due To Workmens Compensation | | | 52,204.42 | |
| APP WC810000-11110 02/02/2024 | 020224 | 020224 | | | Cash Equity | | | | 52,204.42 |
| APP 99900000-81090 02/02/2024 | 020224 | 020224 | | | Due To Treasurers Inves Pool | | | 4,500.00 | |
| APP TI810000-11110 02/02/2024 | 020224 | 020224 | | | Cash Equity | | | | 4,500.00 |
| APP 99900000-81540 02/02/2024 | 020224 | 020224 | | | Due To Homeless Hsng & Assistn | | | 1,092.00 | |
| APP HH810000-11110 02/02/2024 | 020224 | 020224 | | | Cash Equity | | | | 1,092.00 |
| APP 99900000-81490 02/02/2024 | 020224 | 020224 | | | Due To Protective Insp Srvs Fd | | | 80.64 | |
| APP BU810000-11110 02/02/2024 | 020224 | 020224 | | | Cash Equity | | | | 80.64 |
| APP 99900000-81110 02/02/2024 | 020224 | 020224 | | | Due To Election Reserve | | | 195.05 | |
| APP EL100000-11110 02/02/2024 | 020224 | 020224 | | | Cash Equity | | | | 195.05 |
| APP 99900000-81240 02/02/2024 | 020224 | 020224 | | | Due To Fairgrounds Oper Budget | | | 999.00 | |
| APP FG810000-11110 02/02/2024 | 020224 | 020224 | | | Cash Equity | | | | 999.00 |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 720,035.45 | 720,035.45 |
| | | | | | JOURNAL 2024/02/173 TOTAL | | | 1,440,070.90 | 1,440,070.90 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| 0010 General Fund | 2024 | 2 | 173 | 02/02/2024 | | | |
| GF001000-11110 | | | | Cash Equity | | | 224,540.54 |
| GF005000-21340 | | | | Vouchers Payable | | 224,540.54 | |
| | | | | | FUND TOTAL | 224,540.54 | 224,540.54 |
| 1010 County Road | 2024 | 2 | 173 | 02/02/2024 | | | |
| RD810000-11110 | | | | Cash Equity | | | 56,832.77 |
| RD850000-21340 | | | | Vouchers Payable | | 56,832.77 | |
| | | | | | FUND TOTAL | 56,832.77 | 56,832.77 |
| 1040 Veterans Assistance Fund | 2024 | 2 | 173 | 02/02/2024 | | | |
| VA810000-11110 | | | | Cash Equity | | | 1,699.16 |
| VA850000-21340 | | | | Vouchers Payable | | 1,699.16 | |
| | | | | | FUND TOTAL | 1,699.16 | 1,699.16 |
| 1080 Human Services | 2024 | 2 | 173 | 02/02/2024 | | | |
| HS810000-11110 | | | | Cash Equity | | | 226,819.72 |
| HS850000-21340 | | | | Vouchers Payable | | 226,819.72 | |
| | | | | | FUND TOTAL | 226,819.72 | 226,819.72 |
| 1090 Treasurers Investment Pool | 2024 | 2 | 173 | 02/02/2024 | | | |
| TI810000-11110 | | | | Cash Equity | | | 4,500.00 |
| TI850000-21340 | | | | Vouchers Payable | | 4,500.00 | |
| | | | | | FUND TOTAL | 4,500.00 | 4,500.00 |
| 1100 Park Development | 2024 | 2 | 173 | 02/02/2024 | | | |
| PD810000-11110 | | | | Cash Equity | | | 2,660.00 |
| PD850000-21340 | | | | Vouchers Payable | | 2,660.00 | |
| | | | | | FUND TOTAL | 2,660.00 | 2,660.00 |
| 1110 Election Reserve | 2024 | 2 | 173 | 02/02/2024 | | | |
| EL100000-11110 | | | | Cash Equity | | | 195.05 |
| EL500000-21340 | | | | Vouchers Payable | | 195.05 | |
| | | | | | FUND TOTAL | 195.05 | 195.05 |
| 1150 Juvenile Center | 2024 | 2 | 173 | 02/02/2024 | | | |
| JC810000-11110 | | | | Cash Equity | | | 2,990.00 |
| JC850000-21340 | | | | Vouchers Payable | | 2,990.00 | |
| | | | | | FUND TOTAL | 2,990.00 | 2,990.00 |
| 1240 Event Center | 2024 | 2 | 173 | 02/02/2024 | | | |

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| FG810000-11110 | | | | Cash Equity | | | 999.00 |
| FG850000-21340 | | | | Vouchers Payable | | 999.00 | |
| | | | | | FUND TOTAL | 999.00 | 999.00 |
| 1360 Courthouse Facilitator | 2024 | 2 | 173 | 02/02/2024 | | | |
| CF100000-11110 | | | | Cash Equity | | | 1,650.00 |
| CF500000-21340 | | | | Vouchers Payable | | 1,650.00 | |
| | | | | | FUND TOTAL | 1,650.00 | 1,650.00 |
| 1420 Jail Depreciation Reserve | 2024 | 2 | 173 | 02/02/2024 | | | |
| JD810000-11110 | | | | Cash Equity | | | 12,557.00 |
| JD850000-21340 | | | | Vouchers Payable | | 12,557.00 | |
| | | | | | FUND TOTAL | 12,557.00 | 12,557.00 |
| 1480 Public Safety Tax Fund | 2024 | 2 | 173 | 02/02/2024 | | | |
| PS810000-11110 | | | | Cash Equity | | | 18,491.35 |
| PS850000-21340 | | | | Vouchers Payable | | 18,491.35 | |
| | | | | | FUND TOTAL | 18,491.35 | 18,491.35 |
| 1490 Protective Inspection Srvs Fnd | 2024 | 2 | 173 | 02/02/2024 | | | |
| BU810000-11110 | | | | Cash Equity | | | 80.64 |
| BU850000-21340 | | | | Vouchers Payable | | 80.64 | |
| | | | | | FUND TOTAL | 80.64 | 80.64 |
| 1500 Pest Board | 2024 | 2 | 173 | 02/02/2024 | | | |
| PB810000-11110 | | | | Cash Equity | | | 53.56 |
| PB850000-21340 | | | | Vouchers Payable | | 53.56 | |
| | | | | | FUND TOTAL | 53.56 | 53.56 |
| 1540 Homeless Housing And Assistnce | 2024 | 2 | 173 | 02/02/2024 | | | |
| HH810000-11110 | | | | Cash Equity | | | 1,092.00 |
| HH850000-21340 | | | | Vouchers Payable | | 1,092.00 | |
| | | | | | FUND TOTAL | 1,092.00 | 1,092.00 |
| 1550 Solid Waste Collection Fund | 2024 | 2 | 173 | 02/02/2024 | | | |
| SW810000-11110 | | | | Cash Equity | | | 4,084.75 |
| SW850000-21340 | | | | Vouchers Payable | | 4,084.75 | |
| | | | | | FUND TOTAL | 4,084.75 | 4,084.75 |
| 1600 Behavioral Health | 2024 | 2 | 173 | 02/02/2024 | | | |
| BHF81000-11110 | | | | Cash Equity | | | 8,466.49 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| BHF85000-21340 | | | | | Vouchers Payable | 8,466.49 | |
| | | | | | FUND TOTAL | 8,466.49 | 8,466.49 |
| 5020 Central Services | 2024 | 2 | 173 | 02/02/2024 | | | |
| IT810000-11110 | | | | | Cash Equity | | 99,032.00 |
| IT850000-21340 | | | | | Vouchers Payable | 99,032.00 | |
| | | | | | FUND TOTAL | 99,032.00 | 99,032.00 |
| 5030 Workmens Compensation | 2024 | 2 | 173 | 02/02/2024 | | | |
| WC810000-11110 | | | | | Cash Equity | | 52,204.42 |
| WC850000-21340 | | | | | Vouchers Payable | 52,204.42 | |
| | | | | | FUND TOTAL | 52,204.42 | 52,204.42 |
| 5040 Insurance Management | 2024 | 2 | 173 | 02/02/2024 | | | |
| IM810000-11110 | | | | | Cash Equity | | 1,087.00 |
| IM850000-21340 | | | | | Vouchers Payable | 1,087.00 | |
| | | | | | FUND TOTAL | 1,087.00 | 1,087.00 |
| 9999 Treasurers Pooled Cash | 2024 | 2 | 173 | 02/02/2024 | | | |
| 99900000-11120 | | | | | AP Check Claims Clearing | | 720,035.45 |
| 99900000-80010 | | | | | Due To General Fund | 224,540.54 | |
| 99900000-81010 | | | | | Due To County Road | 56,832.77 | |
| 99900000-81040 | | | | | Due To Veterans Assistance Fnd | 1,699.16 | |
| 99900000-81080 | | | | | Due To Human Services | 226,819.72 | |
| 99900000-81090 | | | | | Due To Treasurers Inves Pool | 4,500.00 | |
| 99900000-81100 | | | | | Due To Park Development | 2,660.00 | |
| 99900000-81110 | | | | | Due To Election Reserve | 195.05 | |
| 99900000-81150 | | | | | Due To Juvenile Center | 2,990.00 | |
| 99900000-81240 | | | | | Due To Fairgrounds Oper Budget | 999.00 | |
| 99900000-81360 | | | | | Due To Courthouse Facilitator | 1,650.00 | |
| 99900000-81420 | | | | | Due To Jail Depreciation Reser | 12,557.00 | |
| 99900000-81480 | | | | | Due To Public Safety Tax Fund | 18,491.35 | |
| 99900000-81490 | | | | | Due To Protective Insp Srvs Fd | 80.64 | |
| 99900000-81500 | | | | | Due To Pest Board | 53.56 | |
| 99900000-81540 | | | | | Due To Homeless Hsng & Assistn | 1,092.00 | |
| 99900000-81550 | | | | | Due To Solid Waste Collection | 4,084.75 | |
| 99900000-81600 | | | | | Due To Behavioral Health | 8,466.49 | |
| 99900000-85020 | | | | | Due To Central Services | 99,032.00 | |
| 99900000-85030 | | | | | Due To Workmens Compensation | 52,204.42 | |
| 99900000-85040 | | | | | Due To Insurance Management | 1,087.00 | |
| | | | | | FUND TOTAL | 720,035.45 | 720,035.45 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FR |
|---|---|---|---|
| 0010 | General Fund | | 224,540.54 |
| 1010 | County Road | | 56,832.77 |
| 1040 | Veterans Assistance Fund | | 1,699.16 |
| 1080 | Human Services | | 226,819.72 |
| 1090 | Treasurers Investment Pool | | 4,500.00 |
| 1100 | Park Development | | 2,660.00 |
| 1110 | Election Reserve | | 195.05 |
| 1150 | Juvenile Center | | 2,990.00 |
| 1240 | Event Center | | 999.00 |
| 1360 | Courthouse Facilitator | | 1,650.00 |
| 1420 | Jail Depreciation Reserve | | 12,557.00 |
| 1480 | Public Safety Tax Fund | | 18,491.35 |
| 1490 | Protective Inspection Srvs Fnd | | 80.64 |
| 1500 | Pest Board | | 53.56 |
| 1540 | Homeless Housing And Assistnce | | 1,092.00 |
| 1550 | Solid Waste Collection Fund | | 4,084.75 |
| 1600 | Behavioral Health | | 8,466.49 |
| 5020 | Central Services | | 99,032.00 |
| 5030 | Workmens Compensation | | 52,204.42 |
| 5040 | Insurance Management | | 1,087.00 |
| 9999 | Treasurers Pooled Cash | 720,035.45 | |
| | TOTAL | 720,035.45 | 720,035.45 |

** END OF REPORT - Generated by Monika Nakic **

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 794 | 02/02/2024 | EFT | 105970 | G.P. HALVORSEN LAW PLLC | 12/31/2023 | | 020224E | 8,535.40 |
| | | | | | | CHECK | 794 TOTAL: | 8,535.40 |
| 795 | 02/02/2024 | EFT | 102812 | K & H INTEGRATED PRINT, SOLUTIONS | 01/29/2024 | | 020224E | 810.08 |
| | | | | | | CHECK | 795 TOTAL: | 810.08 |

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 9,345.48

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL EFT'S | 2 | 9,345.48 |

*** GRAND TOTAL *** 9,345.48

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

| YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3 | ACCOUNT DESC / LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|
| 2024 2 333 | | | | | |
| APP PS850000-21340 | Vouchers Payable | | | 8,535.40 | |
| 02/02/2024 020224E 020224 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11121 | AP Wire Clearing | | | | 9,345.48 |
| 02/02/2024 020224E 020224 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP EL500000-21340 | Vouchers Payable | | | 810.08 | |
| 02/02/2024 020224E 020224 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | GENERAL LEDGER TOTAL | | | 9,345.48 | 9,345.48 |
| APP 99900000-81480 | Due To Public Safety Tax Fund | | | 8,535.40 | |
| 02/02/2024 020224E 020224 | | | | | |
| APP PS810000-11110 | Cash Equity | | | | 8,535.40 |
| 02/02/2024 020224E 020224 | | | | | |
| APP 99900000-81110 | Due To Election Reserve | | | 810.08 | |
| 02/02/2024 020224E 020224 | | | | | |
| APP EL100000-11110 | Cash Equity | | | | 810.08 |
| 02/02/2024 020224E 020224 | | | | | |
| | SYSTEM GENERATED ENTRIES TOTAL | | | 9,345.48 | 9,345.48 |
| | JOURNAL 2024/02/333 TOTAL | | | 18,690.96 | 18,690.96 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| 1110 Election Reserve | 2024 | 2 | 333 | 02/02/2024 | | | |
| EL100000-11110 | | | | Cash Equity | | | 810.08 |
| EL500000-21340 | | | | Vouchers Payable | | 810.08 | |
| | | | | | FUND TOTAL | 810.08 | 810.08 |
| 1480 Public Safety Tax Fund | 2024 | 2 | 333 | 02/02/2024 | | | |
| PS810000-11110 | | | | Cash Equity | | | 8,535.40 |
| PS850000-21340 | | | | Vouchers Payable | | 8,535.40 | |
| | | | | | FUND TOTAL | 8,535.40 | 8,535.40 |
| 9999 Treasurers Pooled Cash | 2024 | 2 | 333 | 02/02/2024 | | | |
| 99900000-11121 | | | | AP Wire Clearing | | | 9,345.48 |
| 99900000-81110 | | | | Due To Election Reserve | | 810.08 | |
| 99900000-81480 | | | | Due To Public Safety Tax Fund | | 8,535.40 | |
| | | | | | FUND TOTAL | 9,345.48 | 9,345.48 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FR |
|---|---|---|---|
| 1110 Election Reserve | | | 810.08 |
| 1480 Public Safety Tax Fund | | | 8,535.40 |
| 9999 Treasurers Pooled Cash | | 9,345.48 | |
| | TOTAL | 9,345.48 | 9,345.48 |

** END OF REPORT - Generated by Monika Nakic **

CASH ACCOUNT: 99900000 11100 Main Checking

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 1511 | 02/02/2024 | WIRE | 101046 | B C MEALS | 01/22/2024 | | | 116.95 |
| | | | | | | CHECK | 1511 TOTAL: | 116.95 |
| 1512 | 02/02/2024 | WIRE | 101046 | B C MEALS | 01/22/2024 | | | 116.95 |
| | | | | | | CHECK | 1512 TOTAL: | 116.95 |
| 1521 | 02/02/2024 | WIRE | 101046 | B C MEALS | 01/28/2024 | | | 257.95 |
| | | | | | | CHECK | 1521 TOTAL: | 257.95 |
| 1524 | 02/02/2024 | WIRE | 101046 | B C MEALS | 01/23/2024 | | | 112.95 |
| | | | | | | CHECK | 1524 TOTAL: | 112.95 |
| 1525 | 02/02/2024 | WIRE | 101046 | B C MEALS | 01/22/2024 | | | 243.95 |
| | | | | | | CHECK | 1525 TOTAL: | 243.95 |
| 1526 | 02/02/2024 | WIRE | 101046 | B C MEALS | 01/22/2024 | | | 243.95 |
| | | | | | | CHECK | 1526 TOTAL: | 243.95 |
| 1528 | 02/02/2024 | WIRE | 101046 | B C MEALS | 01/23/2024 | | | 170.95 |
| | | | | | | CHECK | 1528 TOTAL: | 170.95 |
| 1539 | 02/02/2024 | WIRE | 101529 | B C WORKMANS COMP | 01/25/2024 | | | 16,798.82 |
| | | | | | | CHECK | 1539 TOTAL: | 16,798.82 |
| 1544 | 02/02/2024 | WIRE | 105532 | B C JURY PAY | 01/23/2024 | | | 2,640.25 |
| | | | | | | CHECK | 1544 TOTAL: | 2,640.25 |
| 1547 | 02/02/2024 | WIRE | 101046 | B C MEALS | 01/25/2024 | | | 134.95 |
| | | | | | | CHECK | 1547 TOTAL: | 134.95 |

CASH ACCOUNT: 99900000 11100 Main Checking

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 1553 | 02/02/2024 | WIRE | 105532 | B C JURY PAY | 01/30/2024 | | | 397.34 |
| | | | | | | CHECK | 1553 TOTAL: | 397.34 |
| 1554 | 02/02/2024 | WIRE | 105532 | B C JURY PAY | 01/30/2024 | | | 1,744.96 |
| | | | | | | CHECK | 1554 TOTAL: | 1,744.96 |

NUMBER OF CHECKS 12 *** CASH ACCOUNT TOTAL *** 22,979.97

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL WIRE TRANSFERS | 12 | 22,979.97 |

*** GRAND TOTAL *** 22,979.97

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

| YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3 | ACCOUNT DESC / LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|
| 2024 2 174 | | | | | |
| APP RD850000-21340<br>02/02/2024 CASH DISB 020224 | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 233.90 | |
| APP 99900000-11100<br>02/02/2024 CASH DISB 020224 | Main Checking<br>AP CASH DISBURSEMENTS JOURNAL | | | | 22,979.97 |
| APP SI850000-21340<br>02/02/2024 CASH DISB 020224 | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 257.95 | |
| APP JC850000-21340<br>02/02/2024 CASH DISB 020224 | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 112.95 | |
| APP GF005000-21340<br>02/02/2024 CASH DISB 020224 | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 5,441.40 | |
| APP WC850000-21340<br>02/02/2024 CASH DISB 020224 | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 16,798.82 | |
| APP SD850000-21340<br>02/02/2024 CASH DISB 020224 | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 134.95 | |
| | GENERAL LEDGER TOTAL | | | 22,979.97 | 22,979.97 |
| APP 99900000-81010<br>02/02/2024 CASH DISB 020224 | Due To County Road | | | 233.90 | |
| APP RD810000-11110<br>02/02/2024 CASH DISB 020224 | Cash Equity | | | | 233.90 |
| APP 99900000-81260<br>02/02/2024 CASH DISB 020224 | Due To Sheriff Investig Fund | | | 257.95 | |
| APP SI810000-11110<br>02/02/2024 CASH DISB 020224 | Cash Equity | | | | 257.95 |
| APP 99900000-81150<br>02/02/2024 CASH DISB 020224 | Due To Juvenile Center | | | 112.95 | |
| APP JC810000-11110<br>02/02/2024 CASH DISB 020224 | Cash Equity | | | | 112.95 |
| APP 99900000-80010<br>02/02/2024 CASH DISB 020224 | Due To General Fund | | | 5,441.40 | |
| APP GF001000-11110<br>02/02/2024 CASH DISB 020224 | Cash Equity | | | | 5,441.40 |
| APP 99900000-85030<br>02/02/2024 CASH DISB 020224 | Due To Workmens Compensation | | | 16,798.82 | |
| APP WC810000-11110<br>02/02/2024 CASH DISB 020224 | Cash Equity | | | | 16,798.82 |
| APP 99900000-81350<br>02/02/2024 CASH DISB 020224 | Due To Sustainable Development | | | 134.95 | |
| APP SD810000-11110<br>02/02/2024 CASH DISB 020224 | Cash Equity | | | | 134.95 |
| | SYSTEM GENERATED ENTRIES TOTAL | | | 22,979.97 | 22,979.97 |
| | JOURNAL 2024/02/174 TOTAL | | | 45,959.94 | 45,959.94 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| 0010 General Fund | 2024 | 2 | 174 | 02/02/2024 | | | |
| GF001000-11110 | | | | Cash Equity | | | 5,441.40 |
| GF005000-21340 | | | | Vouchers Payable | | 5,441.40 | |
| | | | | | FUND TOTAL | 5,441.40 | 5,441.40 |
| 1010 County Road | 2024 | 2 | 174 | 02/02/2024 | | | |
| RD810000-11110 | | | | Cash Equity | | | 233.90 |
| RD850000-21340 | | | | Vouchers Payable | | 233.90 | |
| | | | | | FUND TOTAL | 233.90 | 233.90 |
| 1150 Juvenile Center | 2024 | 2 | 174 | 02/02/2024 | | | |
| JC810000-11110 | | | | Cash Equity | | | 112.95 |
| JC850000-21340 | | | | Vouchers Payable | | 112.95 | |
| | | | | | FUND TOTAL | 112.95 | 112.95 |
| 1260 Sheriff Investigative Fund | 2024 | 2 | 174 | 02/02/2024 | | | |
| SI810000-11110 | | | | Cash Equity | | | 257.95 |
| SI850000-21340 | | | | Vouchers Payable | | 257.95 | |
| | | | | | FUND TOTAL | 257.95 | 257.95 |
| 1350 Sustainable Development | 2024 | 2 | 174 | 02/02/2024 | | | |
| SD810000-11110 | | | | Cash Equity | | | 134.95 |
| SD850000-21340 | | | | Vouchers Payable | | 134.95 | |
| | | | | | FUND TOTAL | 134.95 | 134.95 |
| 5030 Workmens Compensation | 2024 | 2 | 174 | 02/02/2024 | | | |
| WC810000-11110 | | | | Cash Equity | | | 16,798.82 |
| WC850000-21340 | | | | Vouchers Payable | | 16,798.82 | |
| | | | | | FUND TOTAL | 16,798.82 | 16,798.82 |
| 9999 Treasurers Pooled Cash | 2024 | 2 | 174 | 02/02/2024 | | | |
| 99900000-11100 | | | | Main Checking | | | 22,979.97 |
| 99900000-80010 | | | | Due To General Fund | | 5,441.40 | |
| 99900000-81010 | | | | Due To County Road | | 233.90 | |
| 99900000-81150 | | | | Due To Juvenile Center | | 112.95 | |
| 99900000-81260 | | | | Due To Sheriff Investig Fund | | 257.95 | |
| 99900000-81350 | | | | Due To Sustainable Development | | 134.95 | |
| 99900000-85030 | | | | Due To Workmens Compensation | | 16,798.82 | |
| | | | | | FUND TOTAL | 22,979.97 | 22,979.97 |

JOURNAL ENTRIES TO BE CREATED

| FUND | DUE TO | DUE FR |
|---|---|---|
| 0010 General Fund | | 5,441.40 |
| 1010 County Road | | 233.90 |
| 1150 Juvenile Center | | 112.95 |
| 1260 Sheriff Investigative Fund | | 257.95 |
| 1350 Sustainable Development | | 134.95 |
| 5030 Workmens Compensation | | 16,798.82 |
| 9999 Treasurers Pooled Cash | 22,979.97 | |
| TOTAL | 22,979.97 | 22,979.97 |

** END OF REPORT - Generated by Monika Nakic **

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CAPITAL PROJECTS FUND AND BEHAVIORAL HEALTH FUND: EXPENDITURE CODING CORRECTION BETWEEN THE CAPITAL PROJECTS FUND 3050 AND BEHAVIORAL HEALTH FUND 1600.

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 _____, 2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: A Oropeza

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**FUND NUMBER:** 3050 and 1600
**DEPARTMENT NUMBER:** 000
**FUND NAME:** Capital Project and Behavioral Health

| TRANSFER FROM: Long Account 25 digit | Account Description | AMOUNT | TRANSFER TO: Long Account 25 digit | Account Description | AMOUNT |
|---|---|---|---|---|---|
| 3050.51.000.5183010.0000.54103. | Professional Services | 5,066.88 | 1600.94.000.5946600.0000.56401. | Capital Outlay | 2,533.44 |
| | | | 1600.94.000.5946400.0000.56401. | Capital Outlay | 2,533.44 |
| | **TOTAL** | **$ 5,066.88** | | **TOTAL** | **$ 5,066.88** |

rev 09.2023

**EXPLANATION:**

2023 Expenses related to the Recovery Center.
These should have been paid for by the Behavioral Health Fund.

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

| Vendor # | Vendor Name | Document No. | Invoice | Project code (if applicable) From: | Project code (if applicable) To: |
|---|---|---|---|---|---|
| 103453 | PBS ENGINEERING | 39962 | 0064428.017-1 | | |

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**RETURN TO**: Auditor's Office, Accounting Department

Prepared By: DATE:

Aimee Otropeza 1/30/2024

Approved:

Chairman of the Board

Chairman Pro Tem

Commissioner

**AUDITOR'S USE ONLY:**

Keyed:

Date:

Initials:

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN GENERAL FUND, FUND NUMBER 0010, DEPARTMENT NUMBER 139.

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

Dated this _____ day of _____, _____

_____
Chairman

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

L. Ivey

EXHIBIT "A"

# BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: CARES/ CRRSAA  Dept Nbr: 139

Fund Name: General Fund  Fund Nbr: 0010

TRANSFER FROM:

| BASE SUB (7 digit) | LINE ITEM (5 digit) | LINE ITEM NAME | AMOUNT |
|---|---|---|---|
| 5632000 | 53101 | Supplies | $147,000 |
| 5131000 | 54103 | Professional Services | $5,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | $152,000 |

TRANSFER TO:

| BASE SUB (7 digit) | LINE ITEM (5 digit) | LINE ITEM NAME | AMOUNT |
|---|---|---|---|
| 5946300 | 56401 | Capital Outlay | $152,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | $152,000 |

Explanation:

2023 Budget: To allocate funding for Coroners HVAC in the CARES/CRRSAA Department (Covid Relief Grant & American Rescue Plan Covid Grant)

Prepared by: Linda Ivey  Date: 01-Feb-2024

Approved ❑  Denied ❑  Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

IN THE MATTER OF COURTHOUSE FACILITATOR AND CLERKS COLLECTION FUND: EXPENDITURE CODING CORRECTION BETWEEN THE COURTHOUSE FACILITATOR FUND (1360) AND CLERKS COLLECTION FUND (1460).

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 . . . . . , 2024.**

**Jerome Delvin - Chairman of the Board**

**Michael Alvarez - Chairman Pro-Tem**

**Will McKay - Commissioner**

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

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

cc: Josie Delvin, Benton Co. Clerk, Auditor

Prepared by E. Osborne

EXHIBIT A

# BENTON COUNTY

## EXPENDITURE CODING CORRECTIONS

**FUND NUMBER:** 1360/1460
**DEPARTMENT NUMBER:** 000
**FUND NAME:** Courthouse Facilitator/Clerks Collection

| TRANSFER FROM: Long Account 25 digit | Account Description | AMOUNT | TRANSFER TO: Long Account 25 digit | Account Description | AMOUNT |
|---|---|---|---|---|---|
| 1360.51.000.5123000.0000.53101. | Supplies | 8.97 | 1460.51.000.5123000.0000.53101. | Supplies | 8.97 |
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| | | | | | |
| | **TOTAL** | **$ 8.97** | | **TOTAL** | **$ 8.97** |

rev 09.2023

**EXPLANATION:**

Item was coded to Courthouse Facilitator Fund when it should have been coded to the Clerk Collections Fund.

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

| Vendor # | Vendor Name | Document No. | Invoice | Amount | Project code (if applicable) From: | Project code (if a |
|---|---|---|---|---|---|---|
| 104027 | Staples | 28217 | 7617371538 | $8.97 | | |
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# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**RETURN TO**: Auditor's Office, Accounting Department

Prepared By: DATE:

Elaine Osborne 1/31/2024

Approved:

Chairman of the Board

Commissioner

Commissioner

**AUDITOR'S USE ONLY:**

Keyed:

Date:

Initials:

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN BEHAVIORAL HEALTH, FUND NUMBER 1600, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

_____
Chairman

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

L. Ivey

EXHIBIT "A"

# BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Behavioral Health | Fund Nbr: 1600

TRANSFER FROM: TRANSFER TO:

| BASE SUB (7 digit) | LINE ITEM (5 digit) | LINE ITEM NAME | AMOUNT | BASE SUB (7 digit) | LINE ITEM (5 digit) | LINE ITEM NAME | AMOUNT |
|---|---|---|---|---|---|---|---|
| 5641100 | 54102 | Contract Services | $64,815 | 5946400 | 56401 | Capital Outlay | $64,815 |
| 5661100 | 54102 | Contract Services | $64,815 | 5946600 | 56401 | Capital Outlay | $64,815 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL | | | $129,630 | TOTAL | | | $129,630 |

Explanation:

2023 Budget: To allocate budget for a 2023 coding correction in the Behavioral Health Fund.

Prepared by: Linda Ivey | Date: 01-Feb-2024

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | February 13, 2024 |
| **Subject:** | Declaration of Surplus Property |
| **Presenter:** | N/A |
| **Prepared By:** | Nicole Perrault, Administrative Assistant |
| **Reviewed By:** | |

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

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

## Summary / Background Information

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

## Fiscal Impact

None.

## Recommendation

The Personal Property Manager has determined that the personal property on the attached exhibit(s) can be declared surplus and disposed of as submitted.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

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

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

**WHEREAS,** a department has identified items of personal property for which they are no longer in need; and

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

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

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

Dated this 13th day of February 2024.

_____
Chair of the Board

_____
Chair Pro Tem

_____
Commissioner

Attest: …….
Clerk of the Board

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

cc: **Original** – BOCC File
**Copy** – Commissioners, N. Perrault

N. Perrault

# Attachment A: Surplus

**Board of Equalization** (Public Surplus Online Auction)

- Coat Rack
  **Tag**: 07580
- File Cabinet (x2)
  **Tags**: 00049, 06396
- Typewriter
  **Tag**: 06422
- Small Storage Shelf

cc: **Original** – BOCC File
**Copy** – Commissioners, N. Perrault

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 02/13/2024 |
| **Subject:** | Approval of Laboratory Services Agreement with Incyte Pathology, PS |
| **Presenter:** | |
| **Prepared By:** | William Leach |
| **Reviewed By:** | William Leach |

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

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

## Summary / Background Information

The Benton County Coroner's Office has a need for a certified pathology laboratory to prepare tissue specimens and make microscopic slides for microscopic tissue examination, post autopsy, to ensure a thorough and complete examination and investigation is conducted. Incyte Pathology, PS, is a professional and certified laboratory who does similar work for other coroner and medical examiner offices around the state. Incyte Pathology, PS, has a local laboratory to do the requested work in a timely manner.

## Fiscal Impact

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

## Recommendation

Pass resolution and sign agreement to approve a Laboratory Services Agreement with Incyte Pathology, PS.

## Suggested Motion

Move to approve as part of the consent agenda

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:**

**IN THE MATTER OF AN AGREEMENT BETWEEN THE BENTON COUNTY CORONER AND INCYTE PATHOLOGY, PS, FOR TISSUE SPECIMEN PREPERATION**

**WHEREAS,** the Benton County Coroner's Office has a need for a certified pathology laboratory to prepare tissue specimens and make microscopic slides for examination; and

**WHEREAS,** the Benton County Coroner would like to enter into an Agreement with Incyte Pathology, PS, to prepare tissue specimens and make microscopic slides for examination, from tissue samples retained during autopsies; and

**WHEREAS,** the Benton County Coroner knows Incyte Pathology, PS, is a professional, respected, and certified laboratory who will provide the required quality of specimen slides, and who is being utilized by other County Coroner and Medical Examiner Offices across the State, and thus recommends the Benton County Commissioners enter into an Agreement of Services for said services; **NOW THEREFORE,**

**BE IT RESOLVED** the Board of County Commissioners, Benton County, Washington hereby agrees to enter into a Laboratory Services Agreement with Incyte Pathology, PS, to prepare tissue specimens and make microscopic slides for examination; and

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

**BE IT FURTHER RESOLVED** that this shall be effective February 13, 2024 and will continue for an initial term of one year. Thereafter it shall automatically renew for additional one-year terms until terminated, unless terminated by either party as set in the agreement.

Dated this _____ day of_____, 2024

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Copy: Coroner, Auditor

By: William Leach

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**INCYTE PATHOLOGY, PS**
**and**
**BENTON COUNTY CORONER**
**Laboratory Services Agreement**

This Laboratory Services Agreement ("Agreement") dated this February 1st, 2024 (the "Effective Date") is by and between INCYTE PATHOLOGY, PS, located at 221 Wellsian Way, Richland, WA 99352 ("Incyte") and BENTON COUNTY CORONER, located at 7122 W Okanogan Place, Suite C110, Kennewick, WA 99336 ("Client"). Incyte and Client are each a "Party" and together are the "Parties."

**BACKGROUND**

A. Incyte offers laboratory services ("Services") on a per-request basis from health care facilities.

B. Client requires laboratory Services of the type offered by Incyte.

C. Client desires to obtain laboratory Services from Incyte, and Incyte is willing to provide such Services to Client, in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. INCYTE'S COMMITMENTS.** Incyte agrees to provide laboratory Services for Client on an as-needed basis and in accordance with applicable laws and regulations, as well as any applicable Incyte policies. Incyte, its applicable employees, and the Incyte laboratory facility will maintain all required licenses and accreditations.

Incyte is accountable for furnishing the necessary supplies to facilitate the preparation of specimens for the Client. Following the completion of specimen processing, Incyte will return the residual specimens and associated waste to the Client. No detailed Gross description is sought, and Incyte will employ standard labeling for the finalized materials. Specimens not retrieved from Incyte within a one-month period will be deemed abandoned, prompting potential discarding. Nevertheless, Incyte will proceed with processing payment for the handled specimens, which may include a waste fee.

**2. CLIENT'S COMMITMENTS.** Client is required to send every specimen to the laboratory, ensuring appropriate tracking. This Agreement does not absolve Client of its obligations for patient care, including the utilization of test results, reports, or any information provided by Incyte under this Agreement.

Client assumes responsibility for transporting specimens to and from Incyte, and, as such, does not impose a specific turnaround time expectation on Incyte. In the event that Incyte agrees to pick up the materials for testing, Incyte will take on the responsibility of transporting the Test Materials to its designated laboratory, ensuring their protection during transport. Alternatively, if Incyte does not facilitate the pickup, the responsibility for transporting the Test Materials and ensuring their protection during transport remains with the Client.

**3. FEES; TAXES.** Client agrees to pay for Services requested at the fees listed on the fee schedule attached as **Exhibit A** to this Agreement (the "Fee Schedule"). Unless otherwise agreed by the Parties in this Agreement or an amendment thereto, Incyte may modify the Fee Schedule at any time with written

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notice to Client. The revised Fee Schedule will go into effect 30 days after Incyte notifies Client of the new Fee Schedule, unless a later effective date is set by Incyte. Incyte fees do not include taxes. Client is responsible for, and will reimburse Incyte for, all taxes and similar charges applicable to the Services provided to Client under this Agreement.

**4. INVOICING AND PAYMENT TERMS.** Incyte will invoice Client for Services completed on a monthly basis. Invoiced amounts are due and payable by Client thirty (30) days after receipt of invoice. Late payments will accrue interest at a rate of 12% per annum or, if lower, the highest rate permitted by law, from the payment due date until the date payment is received by Incyte.

**5. SUSPENSION OF SERVICES; COLLECTION COSTS.** Failure by Client to pay invoices within 30 days after the due date is a material breach of this Agreement. Incyte may suspend Services and/or terminate this Agreement and any Order, immediately upon notice to Client, if Client has any invoices which are more than 30 days past due, and Incyte may pursue its remedies at law and in equity. If it becomes necessary for Incyte to turn Client's account over for collection, Client will be responsible for all of Incyte's collection costs, including reasonable attorney and other legal fees (including in any post-judgment proceeding).

**6. CLIENT BILLING RESPONSIBILITIES.** Incyte will bill Client for services performed, and it is Client's responsibility to bill third-parties when appropriate; Incyte will not bill any third party as part of this arrangement.

**7. CONFIDENTIALITY OF PATIENT RECORDS.** Neither Party will disclose to any third party, except where permitted or required by law or as necessary to perform its obligations under this Agreement, any patient or medical record information ("Protected Health Information"), and each Party will comply with all applicable federal and state laws and regulations regarding the confidentiality of such information, including any applicable regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"). Each Party will promptly report to the other Party any unauthorized use or disclosure of Protected Health Information of Client's patients of which that Party becomes aware.

**8. COMPLIANCE WITH LAWS.** Client shall comply with all federal, state and local laws, rules and regulations with respect to the Test Materials and this Agreement. The Parties intend that this Agreement and activities under this Agreement comply at all times with all applicable state, federal and local laws, including but not limited to fraud and abuse statutes; laws affecting the tax-exempt status of Incyte (e.g., IRS regulations); licensing regulations; federal, state and local laws; and rules and regulations of applicable healthcare accreditation organizations.

**9. TERM.** The term of this Agreement shall commence on the Effective Date and continue for an initial term of one year. Thereafter it shall automatically renew for additional one-year terms until terminated as set forth herein.

**10. TERMINATION.** This Agreement may be terminated at any time as follow:

**10.1.** By mutual agreement of the Parties;

**10.2.** With cause by either Party if the other Party breaches any material term of this Agreement, and the breach is not cured within ten (10) business days after the breaching Party receives written notice of the breach from the other Party; or

**10.3.** Without cause by either Party upon at least thirty (30) days' prior written notice to the other Party, in which case the Agreement will terminate on the date specified in the notice.

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**11. LIMITATIONS OF LIABILITY.** Incyte will not be liable for any indirect, consequential, special, punitive, exemplary or incidental damages of any kind, however caused, arising out of or related to this Agreement or the Services to be provided under this Agreement, even if it has been advised of the possibility of those damages, and Incyte's liability for money damages, however caused, arising out of or related to this Agreement or the Services to be provided under this Agreement will be limited to the total amount paid by Client to Incyte for the testing to which the liability claim is related. These limitations will apply regardless of the legal theory of liability, whether under contract, tort (including negligence and strict liability), or any other theory whatsoever.

**12. INDEMNIFICATION.** Each Party (the "Indemnifying Party") isresponsible for its own acts and omissions and those of its members, directors, commissioners, officers, employees, agents, and representatives. To the fullest extent permitted by law, each Party shall indemnify, defend and hold the other Party including the other Party's members, directors, commissioners, officers, employees, agents and representatives, (the "Indemnified Party") harmless from and against any and all liability, claims, demands, lawsuits, actions, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) (collectively "Damages") arising from claims asserted by a third party or by the Indemnifying Party's members, directors, commissioners, officers, employees, agents and representatives to the extent caused by or relating to the Indemnifying Party's, or its commissioners', directors', officers', members', employees', agents' or representatives' negligent acts or omissions, intentional acts or wrongful acts relating to performance under this Agreement, or breach of this Agreement. Damages shall not include any amount to the extent caused by the Indemnified Party's (i) negligent acts or omissions, intentional acts, or wrongful acts or (ii) breach or failure of performance under this Agreement.

**13. ACCESS TO BOOKS AND RECORDS.** During the term of this Agreement and for a period of four years after the termination hereof, each Party shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If a Party carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.

**14. LIMITED WARRANTY.** Incyte warrants that the Services shall be performed on a professional basis consistent with applicable industry standards. Except as set forth in this Section, Incyte disclaims all other express and implied warranties, including the implied warranties of merchantability and fitness for a particular purpose.

**15. GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington without regard to its conflicts of laws principles. Any disputes arising between the Parties shall be resolved by, and jurisdiction shall be exclusively in, the courts of the State of Washington.

**16. NOTICES.** Notices under this Agreement shall be hand delivered, transmitted via fax, sent via standard mail service, or sent via courier to the addresses described below and to the attention of the respective contact individuals named below.

If to Incyte
Incyte Pathology, PS
PO Box 3405
Spokane, WA 99220
ATTN: Contracts

If to Client
Benton County Coroner
7122 W Okanogan Place, Suite C110
Kennewick, WA 99336
ATTN: William Leach, D-ABMDI

**17. ENTIRE AGREEMENT; AMENDMENT.** This Agreement is the entire agreement between the

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Parties and supersedes any other oral or written communications, proposals, quotes, advertisements or understandings regarding the subject matter hereof. This Agreement may be amended only in a writing signed by both Parties, except the Fee Schedule may be modified by Incyte as set forth in Section 3 above.

**18. INDEPENDENT CONTRACTOR.** Incyte and Client are independent contractors for the purposes of this Agreement and neither has the authority to bind the other. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between Incyte and Client. No third party is a beneficiary of this Agreement.

**19. ASSIGNMENT.** Client may not assign this Agreement or any of its respective rights or obligations hereunder without the prior written permission of Incyte.

**20. FORCE MAJEURE.** Neither Party is responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement due to any act of God, act of governmental authority, act of a public enemy, or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, failure of communications services or devices, failure of equipment or software, performance of the Internet, or other event beyond the Party's reasonable control. If a Party's obligations under this Agreement are affected by a Force Majeure event, the affected Party will notify the other Party and take reasonable action to promptly resume its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

INCYTE PATHOLOGY, PS

DocuSigned by:
By: _____
Name: Dr. Mari Patel, CEO
Date: 1/18/2024

COUNTY OF BENTON

_____
Chairman of the Board Date

Recommended for Approval

William Leach 01/31/2024
William Leach Date
Benton County Coroner

Jeff Aultman (approved as to form) 01/31/2024
Deputy Prosecuting Attorney Date

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# EXHIBIT A
# INCYTE LABORATORY SERVICES FEE SCHEDULE

Incyte Pathology. PS
Medicare Physician Fee Schedule

| CPT | Description | Fee |
|---|---|---|
| 88888 | Histology Specimen Prep | $ 30.00 |
| 88312 | Special Stain Group I | $ 125.00 |
| 88313 | Special Stain Group II | $ 102.00 |
| 88342 | Immunocytochemistry Stain, 1st Antibody | $ 104.00 |
| 88311 | Decalcification | $ 12.00 |

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | February 13, 2024 |
| **Subject:** | Contract Amendment to the Professional Services Contract with Darren Dinwoodie dba/Inland Polygraph |
| **Presenter:** | |
| **Prepared By:** | Lisa Small |
| **Reviewed By:** | Chief Guerrero; Jeff Aultman; |

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

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

## Summary / Background Information

The Benton County Corrections Department entered into a Professional Services Contract with Darren Dinwoodie dba/Inland Polygraph to provide "as needed" polygraph examinations for required pre-employment polygraph examinations or administrative and criminal polygraph examinations performed for a service rate of $300.00 per each polygraph examination, plus reimbursement for travel expense which includes, reasonable hotel accommodations (government rate), daily per diem, plus travel days, and mileage, all per allowable rates as further outline in the GSA.

Due to the original contract being less than $5,000, the Director of Operations & Capital Programs signed the contract as allowed per Section 5.5 of the Countywide Procurement, Leasing, and Contracting Policy with a term expiring February 29, 2024.

The Chief of Corrections is very pleased with the services Inland Polygraph has provided and recommends amending said contract for additional "as needed" polygraph services, extending said contract to February 28, 2025, and increasing the overall contract amount not to exceed $10,000, excluding WSST.

## Fiscal Impact

Cost: Not to exceed $10,000, excluding WSST
Fund: Approved 2023-2024 Corrections Budget - 0010.52.120.5236200.0000.54114 – Pre-employment Exams.

## Recommendation

Approve the attached Resolution and Professional Services Contract between Benton County and Darren Dinwoodie dba/Inland Polygraph and authorize the Chairman or Chairman Pro-Tem to sign said contract.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND DARREN DINWOODIE DBA/INLAND POLYGRAPH FOR "AS NEEDED" POLYGRAPH EXAMINATIONS FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT**

**WHEREAS,** per Resolution 2021-233, adopting the Countywide Procurement, Leasing, and Contracting Policy, Section 5.3.2 General Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS,** Darren Dinwoodie dba/Inland Polygraph, Spokane, WA provided a proposal for "as needed" polygraph examinations for Benton County Corrections Departments for required pre-employment polygraph examinations or administrative and criminal polygraph examinations performed for a service rate of $300.00 per each polygraph examination, plus reimbursement for travel expenses which includes, reasonable hotel accommodations (government rate), daily per diem, plus travel days, and mileage, all per allowable rates as further outline in the GSA; and

**WHEREAS,** due to the contract being less than $5,000, the Director of Operations & Capital Programs signed the contract as allowed per Section 5.5 of the Countywide Procurement, Leasing, and Contracting Policy with a term expiring February 29, 2024; and

**WHEREAS,** the Chief of Corrections is very pleased with the services Inland Polygraph has provided and recommends amending said contract for additional "as needed" polygraph services, extending said contract to February 28, 2025, and increasing the overall contract amount not to exceed to $10,000, excluding WSST; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby approves the attached First Contract Amendment to the Professional Services Contract with Darren Dinwoodie dba/Inland Polygraph for "as needed" polygraph examinations for the Benton County Corrections Department for a contract amount not to exceed $10,000, excluding WSST; and

**BE IT FURTHER RESOLVED,** the term of said contract commences upon signature of both parties and shall expire on February 28, 2025; and

**BE IT FURTHER RESOLVED,** the Board hereby authorizes the Chairman or Chairman Pro-Tem to sign the attached contract between Benton County and Darren Dinwoodie dba/Inland Polygraph.

Dated this _____day of_____, 2024

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: BCCD
cc: Auditor, S. Godinez, Inland Polygraph

Prepared by: L. Small

**First Amendment to**

**Professional Services Contract**

**Between**

**Benton County and Darren Dinwoodie dba/Inland Polygraph**

**This Contract Amendment,** made and entered into this _____ day of _____ 2024 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DARREN DINWOODIE DBA/INLAND POLYGRAPH**, a Sole Proprietor, with its principal offices at 900 N Maple Street, Ste. LL-100, Spokane, WA 99201 (hereinafter "CONTRACTOR").

**Recitals**

***Whereas,*** COUNTY and CONTRACTOR entered into a Professional Services Contract dated October 23, 2023 (the "Contract") whereby the CONTRACTOR agreed to provide pre-employment polygraph examinations and administrative and criminal polygraph examinations for the COUNTY, as set forth more fully in said Contract.

***Whereas***, this First Amendment to said Contract is necessary as both parties wish to amend Section 2 – Duration of Contract, and a portion of Section 5 – Compensation, while maintaining the rest of the Contract in full force and effect.

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

a) Section 2. **DURATION OF CONTRACT** - is hereby deleted and replaced in its entirety with the following:

The term of this Contract shall begin upon signature of both parties and shall expire on February 28, 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.

b) Section 5. **COMPENSATION** – 5.c. is hereby deleted and replaced in its entirety with the following:

c. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed ten thousand dollars and zero cents ($10,000), excluding WSST.

*~ This section was intentionally left blank ~*

**IN WITNESS WHEREOF,** the parties have caused this First Contract Amendment to be signed by their duly constituted legal representatives, and it is effective upon signature of both parties.

Dated: _____

**BENTON COUNTY, WASHINGTON**

_____
Jerome Delvin, Chairman
Benton County Commissioner

Dated: 1/26/2024

**DARREN DINWOODIE DBA/ INLAND POLYGRAPH**

_____
Darren Dinwoodie, Owner/Polygraph Examiner

Approved as to form:

Jeff Aultman

_____
Jeff Aultman, Civil Deputy Prosecuting Attorney

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | February 13, 2024 |
| **Subject:** | Professional Services Agreement between Benton County and Ideal Option, PLLC |
| **Presenter:** | |
| **Prepared By:** | Lisa Small |
| **Reviewed By:** | Robert Guerrero; Jeff Aultman; Lt. Kist; Purchasing Dept. |

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

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

## Summary / Background Information

Per Resolution 2024-0076 dated January 23, 2024 the Board of Benton County Commissioners, Benton County, Washington accepted the grant award from Washington State Health Care Authority (HCA) per the Client Services Contract No. K7291, for the purpose of Medication Assisted Treatment (MAT) program for Opioid Treatment Networks (OTN) within the Benton County Jail.

Benton County has contracted with Ideal Option, PLLC over the last several years to provide the services for the MAT program within the Benton County Jail, with the current agreement terminating February 29, 2024.

The Chief of Corrections would like to continue that relationship with Ideal Option, PLLC and recommends entering into another agreement with Ideal Option, PLLC for a term commencing March 1, 2024 through February 29, 2025, for an amount not to exceed $366,316.

## Fiscal Impact

Cost: $366,316, excluding WSST - HCA grant funding is applied toward these services.

Fund: Said expenditures shall be paid from the approved 2023-2024 Corrections Budget 0010.52.120.5236200.0000.54122

## Recommendation

Approve the attached Resolution and Professional Services Agreement between Benton County and Ideal Option, PLLC for the Medication Assisted Treatment program for an amount not to exceed $366,316 and authorize the Chairman or Chairman Pro-Tem of the Board to sign said agreement.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF A PROFESSIONAL SERVICE AGREEMENT BETWEEN BENTON COUNTY AND IDEAL OPTION, PLLC FOR THE PURPOSE OF MEDICATION ASSISTED TREATMENT FOR OPIOID TREATMENT NETWORKS WITHIN THE BENTON COUNTY JAIL**

**WHEREAS,** per Resolution 2024-0076 dated January 23, 2024 the Board of Benton County Commissioners, Benton County, Washington accepted the grant award from Washington State Health Care Authority per the Client Services Contract No. K7291, for the purpose of Medication Assisted Treatment (MAT) for Opioid Treatment Networks (OTN) within the Benton County Jail; and

**WHEREAS,** per Resolution 2023-210 dated March 7, 2023, the Board of Commissioners approved the Professional Services Agreement between Benton County and Ideal Option, PLLC to provide Medication Assisted Treatment (MAT) for the Benton County Jail with an agreement term expiring February 29, 2024; and

**WHEREAS,** the Chief of Corrections would like to continue the relationship with Ideal Option, PLLC and recommends entering into another agreement with Ideal Option, PLLC for a term commencing March 1, 2024 and terminating February 28, 2025, for a contract amount not to exceed $366,316.00, excluding WSST; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby approves the Professional Services Agreement between Benton County and Ideal Option, PLLC to provide Medication Assisted Treatment for the Benton County Jail for a contract amount not to exceed $366,316.00, excluding WSST; and

**BE IT FURTHER RESOLVED,** the Board hereby authorizes the Chairman or Chairman Pro-Tem's signature on the attached Professional Services Agreement between Benton County and Ideal Option, PLLC; and

**BE IT FURTHER RESOLVED,** the term of the attached agreement commences March 1, 2024 and shall terminate February 28, 2025.

Dated this _____ day of _____, 2024.

_____
Chairman

_____
Chairman Pro-Tem

Attest.....
Clerk of the Board

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: BCCD
cc: Auditor, S. Godinez, Procurement, Ideal Option, PLLC

Prepared by: L. Small

# PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is effective March 1, 2024 by and between Benton County, Washington, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY") and Ideal Option PLLC, a professional limited liability company with its principal offices at 5615 Dunbarton Ave, Pasco, WA 99301 ("**Ideal Option**"). County and Ideal Option are sometimes referred to in this Agreement individually as "Party" or, collectively, as the "Parties."

WHEREAS, Washington State Health Care Authority (**HCA**), Division of Behavioral Health and Recovery (**DBHR**) was recently awarded funding from the federal Substance Abuse and Mental Health Services Administration (SAMHSA), entitled State Opioid Response III (**SOR-III**); and

WHEREAS, County has received a grant from HCA to establish Opioid Treatment Networks ("**OTN(s)**") for the purpose of creating a strong treatment and recovery support referral network and increase access to and utilization for Medication for Opioid Use Disorder (MOUD) care, as described below, within the Benton County Jail and facilitate referrals to community providers, and

WHEREAS, Ideal Option is an addiction medicine practice that is qualified, experienced, knowledgeable, available, and willing to participate in the treatment and recovery support referral network and to provide the services set forth in this Agreement; and

WHEREAS, County wishes to contract with Ideal Option to create and operate an OTN within the Benton County Jail; and

NOW, THEREFORE, in consideration of the mutual promises contained in and the mutual benefits contemplated by this Agreement, County and Ideal Option agree as follows:

1. **Services.** Ideal Option, through its qualified employees, shall provide the services and deliverables set forth in Exhibit A, attached hereto and incorporated herein ("Services"). In addition, other than the obligations of the County set forth in Section 3 cited herein, Ideal Option agrees to perform all duties and obligations on behalf of the County set forth in the attached Exhibit D. Furthermore, the parties expressly agree that Ideal Option is required to follow the terms and conditions set forth in Exhibit D when providing services to patients, clients, or persons seeking assistance, including but not limited to the following terms in Exhibit D: (a) identification of funding sources; (b) DUNS number and zip code +4 of subcontractor; (c) determination of eligible clients; (d) payment or reimbursement arrangement; (e) termination of a subcontract shall be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County; (f) informing service applications and recipients of their right to a grievance in the case of a denial or termination of service and/or failure to act upon a request for services with reasonable promptness; (g) audit requirements in compliance with OMB 2, Part 200, Subpart F (A-133); (h) authorizing County to conduct an inspection of any and all subcontractor facilities where services are provided; (i) requiring Subcontractor to perform background checks on its employees and independent contractors used to perform the services; (j)

representation and warranty that Subcontractor is not or has not been debarred or suspended by any state or the federal government; (k) Business Associate Agreement in compliance with the requirements of HIPAA; (l) protection of the Confidential Information and restrictions on the providing and sharing of data; and (m) identifying unallowable uses of federal funds.

2. **Definitions.** The definitions below have the following meanings as used in this Agreement and attached exhibits.

2.1. "Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, (see also Protected Health Information); finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, source code or object code, or County, HCA or State security information.

2.2. Medications for Opioid Use Disorder" or "MOUD" means the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the maintenance treatment of opioid use disorder and the use of opioid antagonist medication (e.g., naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

3. **County's Obligations Under This Agreement.** County shall be responsible for the following:

3.1. Providing a safe therapeutic environment in which Ideal Option personnel are able to provide MOUD services on a regular basis.

3.2. Monitoring and ensuring MOUD is initiated by the OTN no later than March 1, 2023.

3.3. Ensuring Ideal Option is working in coordination with County and community providers to meet the terms, goals and project deliverables of HCA 3300 including, without limitation, participation in regularly scheduled leadership meetings and educational and technical assistance opportunities.

3.4. Ensuring policies and procedures are in place to mitigate medication diversion with respect to County personnel.

3.5. Performing outreach efforts within the jail, especially to tribal members/communities, ethnic/racial minority communities, gay/lesbian/bi-sexual/transgender communities, individuals with a disability.

3.6. Assigning a Contract Manager who shall have ultimate responsibility and final authority for the administration of this Agreement and who shall be the principal point of contact for Ideal Option for all business matters, performance matters, and administrative activities.

4. **Compensation**. For Services provided under this Agreement, County shall pay Ideal Option for services provided pursuant to Exhibit C, attached hereto and incorporated herein, subject to the following:

4.1. Upon receipt of a monthly invoice, monthly status report, and monthly Contact log and Tracking Sheet, Ideal Option shall be paid the amounts indicated in Exhibit C, which is attached hereto and made a part hereof.

4.1.1. Monthly status report must include documentation about progress made toward the goals of the project. Monthly documentation should be emailed to Lt. Kasey Kist, or his designee.

4.1.2. Monthly report and Contact log and Tracking Sheet are due by the second Wednesday of the month following the month in which services were provided, starting second Wednesday of March 2023.

4.2. Monthly payments shall be made within forty-five (45) days following County's receipt of Ideal Option's invoice. Such invoices must describe and document a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type.

4.3. All invoices will be reviewed by County's contract manager, Lt. Kasey Kist, or his/her designee prior to payment. Invoices shall be sent to:

Benton County Corrections Department
Attn: Accounts Payable
7122 W Okanogan Pl., Suite B110
Kennewick, WA 99336
Jailadminsupport@co.benton.wa.us

4.4. Day-to-day expenses related to performance under this Agreement, including but not limited to travel, lodging, meals, and incidentals, will not be reimbursed to Ideal Option.

5. **Events of Default**. In the event Ideal Option is in default under this Agreement, County shall have no further obligation to make any payment except for Services already performed by Ideal Option in accordance with the terms of this Agreement. Ideal Option shall immediately repay to County any amounts prepaid to it by County, but unearned by Ideal Option hereunder. In the event that any amount due from the County is more than sixty (60) days past due, Ideal Option may suspend services and/or terminate this Agreement.

6. **Term; Termination**. The term of this Agreement shall commence on March 1, 2024, (the "Effective Date"), and shall expire on February 28, 2025, unless sooner terminated pursuant to the provisions set out below. This Agreement may be terminated in the following events:

6.1. Mutual written agreement of Ideal Option and County.

6.2. Immediately, at County' option, upon: Ideal Option's refusal or inability to perform the terms of this Agreement, or dissolution of Ideal Option.

6.3. On ten (10) days written notice in the event of any material breach of this Agreement, and the failure of the Party in breach to remedy such breach within five (5) days after receiving written notice of the existence of the breach.

6.4. Upon sixty (60) days advance written notice, with or without cause.

6.5. Immediately on written notice for cause, which shall include the institution of proceedings against Ideal Option that could lead to conviction of any of its officers of a crime or Ideal Option's engaging in actions jeopardizing the health and safety of patients.

6.6. Immediately, by either Party, if the other Party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, which is not dismissed within sixty (60) days, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

6.7. On five (5) days written notice if the Health Care Authority terminates HCA 3300.

6.8. In the event of termination for whatever reason, County shall be liable only for payment in accordance with the terms of this Agreement for Services rendered prior to the effective date of termination.

7. **Independent Contractor**. Ideal Option is an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship between County and Ideal Option, between County and Ideal Option employees, or to create a relationship of joint ventures, partners, or any relationship other than one of independent parties contracting for their own benefit. County shall have no right or power to control or direct the manner or method by which Ideal Option fulfills its obligations under this Agreement, except as set forth herein Ideal Option shall be fully responsible to ensure that all services provided by it under this Agreement are rendered in a manner consistent with the standards governing such services and in accordance with reasonable standards of care.

7.1 Ideal Option reserves the right to partner with other Independent Contractors to help ensure the services are performed under this grant. Any costs associated with these contractors are

the sole responsibility of Ideal Option. In addition, these Independent Contractors shall be required to follow all terms and conditions of this Contract, including but not limited to Exhibit D.

8. **Federal Tax Form 1099**. As required by law, County shall provide Ideal Option with a Federal Tax Form 1099 indicating payment to Ideal Option of compensation, remuneration or other fixed or determinable income in amounts annually aggregating Six Hundred Dollars ($600.00) or more.

9. **Insurance**. Ideal Option shall at its sole expense, maintain in effect at all times during the performance of work, insurance coverage with limits not less than those set forth below and issued by an insurance company or companies authorized to do business in the state of Washington:

9.1. **Commercial General Liability Insurance**. Including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $3 million per occurrence/$5 million general aggregate.

9.2. **Business Automobile Liability**. In the event that Services delivered under this Agreement involve the use of vehicles, either owned, hired, or non-owned by Ideal Option, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

9.3. **Professional Liability Errors and Omissions**. A policy with coverage of not less than $3 million per claim/$6 million general aggregate.

9.4. **Privacy Breach Response Insurance**. Ideal Option must maintain insurance during the term of this Agreement and for three (3) years following its termination, to cover any and all costs incurred in connection with the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information including:

9.4.1. Computer forensics assistance to assess the impact of the breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with HIPPA breach notification requirements.

9.4.2. Notification and call center services for individuals affected by a breach.

9.4.3. Breach resolution and mitigation services for affected individuals, including fraud prevention, credit monitoring and identity theft assistance.

9.4.4. Regulatory defense, fines and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

9.5. Ideal Option will at all relevant times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable.

9.6. The insurance required must name HCA and the state of Washington as additional insureds under any Commercial General and/or Business Automobile Liability policy. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Ideal Option. Ideal Option must provide written notice of such to County and HCA within one (1) business day of Ideal Option's receipt of such notice. Failure to buy and maintain the required insurance may, at County's option, result in termination of this Agreement. Upon request, Ideal Option must submit to County a certificate of insurance that outlines the coverage and limits defined in this Insurance section. Ideal Option shall furnish evidence in the form of a Certificate of Insurance that insurance will be provided within 15 days of this Agreement's effective date.

10. **Criminal Background Screening**. Ideal Option shall ensure completion of a criminal history background check pursuant to RCW 43.43.832, RCW 43.43.834, RCW 43.20A.710 and Chapter 388-06 WAC, or its successor, for all current and prospective employees, volunteers, and subcontractors, who may have unsupervised access to children or vulnerable adults under this Agreement. Ideal Option shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by County or HCA. Ideal Option shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7) has unsupervised access to children or vulnerable adults service under this Agreement until a full and satisfactory background check is completed and documentation qualifying the individual for unsupervised access is returned to Ideal Option. The County reserves the right to interview Ideal Option's employees, or subcontractor employees as part of the security background process.

11. **Warranty**. Ideal Option expressly warrants to County that all services provided under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar circumstances and all materials and equipment furnished under this Agreement, if any, will be new, unless otherwise specified, and of good quality, free from all faults and defects and in conformance with requirements of this Agreement. Services not conforming to these requirements may be considered defective. If, within ninety (90) days of completion of the Services or such longer time period as may be prescribed by law or by the terms of any special warranty set forth in this Agreement, Services are found to be defective or not in accordance with the Agreement, Ideal Option shall correct it promptly after receipt of notice from County to do so.

12. **Indemnification/Duty to Cooperate**. Ideal Option shall defend, indemnify and hold County, its directors, officers, agents, and employees harmless 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 Ideal Option or its subcontractors or their property upon or in the proximity of the property of the County. Without limiting the generality of the foregoing, Ideal Option shall indemnify, defend and hold harmless County from allegations that County is vicariously liable for negligent acts of Ideal Option. County shall defend, indemnify, and hold Ideal Option harmless from any and all claims for loss or liability arising out of or related to any alleged act or omission by County employees. Ideal Option specifically and expressly waives its immunity and limitation of liability under any industrial insurance, RCW 51, or other employee benefit act of any jurisdiction that otherwise would be applicable in the defense of such claim, and Ideal Option acknowledges that this waiver was mutually negotiated in accordance with RCW 4.24.115. In the event of an incident involving the performance of Services that could lead to a potential liability, Ideal Option agrees to work cooperatively with County in its investigation and mitigation efforts and Ideal Option shall make its employees available to County immediately. Ideal Option shall not take any action to obstruct County' investigation efforts. A breach of this Section shall be a material breach of the Agreement giving County the right, at its option, to terminate the Agreement.

13. **HHS / Comptroller General Access to Records**. If services valued at over ten thousand dollars ($10,000.00) per year will be provided under the terms of the Agreement and §42 USC §1395x(v)(1)(I), as amended, and any written regulations pursuant thereto (Section 1861 (v)(1)(I) of the Social Security Act) is applicable to this Agreement, this Section shall apply to both Parties. In accordance with the Omnibus Reconciliation Act of 1980, each Party agrees that their books and records will be available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of this Agreement. (Ideal Option agrees to retain all such books and records for not less than six (6) years after termination.) In the event that any of the services to be performed under this Agreement are performed by any subcontractor of either Party at a value or cost of $10,000.00 or more over a 12-month period, such Party shall assure said subcontractor complies with the provisions of the Omnibus Reconciliation Act of 1980.

14. **Change in Status**. In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Ideal Option will notify County of the change. Ideal Option must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

15. **Conversion**. In the event that any payment made to Ideal Option hereunder is determined by the Parties or a court, an instrumentality of the federal or any state or local government agency, a body having the power to exercise disciplinary authority over one or more of the Parties, or the Office of the Attorney General, to be improper for any reason, or are found to threaten the tax exempt status of County then, if capable of reformation, this Agreement shall be reformed by agreement of the Parties negotiating in good faith so as not to violate any such law or be improper for any reason. If the Parties are unable to agree on the terms of such reformation, they shall engage in mediation in good faith at the request of either Party, with Washington Arbitration and Mediation Services, Inc. (or other such mediation service or mediator as the Parties shall mutually agree).

16. **Confidential Information Protection**.

16.1. Ideal Option acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of Confidential Information. Ideal Option agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Agreement and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Ideal Option agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

16.2. County reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Ideal Option through this Agreement.

16.3. Violation of this section by Ideal Option may result in termination of this Agreement and demand for return of all Confidential Information, monetary damages, or penalties.

17. **Works Made for Hire.** Ideal Option acknowledges that any written materials, photographs, drawings, mixed media, or other visual or graphic representations in any form or format, including digital media, film, audio or any other form of expression, produced by Ideal Option at the request of County, shall constitute "works made for hire" and as such shall be deemed to be the property of County, free and clear of any claim of any kind or nature by Ideal Option or Ideal Option's heirs, successors or assigns. To the extent that any such item shall, for any reason, be deemed by a court of competent jurisdiction to be partially or completely owned by Ideal Option, Ideal Option hereby authorizes County and its heirs, successors and assigns to utilize such item(s) together with any derivative works in any manner within County' sole and absolute discretion, for a period of fifty (50) years, on a worldwide basis.

18. **Equal Employment Opportunity Obligations**. During the performance of this Agreement, Ideal Option will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, marital status, age, national origin, physical or mental handicap, disabled veteran or veteran status or any other reason prohibited by law.

19. **Debarment / Sanctions List**. Ideal Option represents and warrants to County that Ideal Option and all personnel providing services to County under this Agreement, as applicable, have not been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. § 1320a(7), have not been excluded from government contracts by the General Services Administration ("GSA") and have not been convicted of a felony or any crime relating to healthcare. Further, if during any term of this Agreement, Ideal Option is placed on the sanctions list, excluded from government contracts or convicted of a felony or any crime relating to healthcare, Ideal Option immediately will notify County in writing of the event and such notice shall contain reasonably

sufficient information to allow County to determine the nature of the sanction, exclusion or conviction. County will have the right to terminate this Agreement immediately by written notice to Ideal Option if Ideal Option is placed on the sanctions list, banned from government contracts by GSA or convicted of a felony or any crime relating to healthcare.

20. **Entire Agreement; Modifications**. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior contracts, agreements, understandings, and discussions, whether oral or written. Ideal Option acknowledges that it has relied solely on the covenants and representations set forth in this Agreement and no others. This Agreement may only be modified by a written document signed by the Party against whom enforcement is sought. No waiver of any provision of this Agreement shall be valid unless in writing and signed by or on behalf of the person waiving such provision, and no such waiver when executed shall constitute a waiver of any further failure to comply fully with this Agreement.

21. **Exhibit(s).** The following exhibits are incorporated into this Agreement as if set forth fully. In the event of any conflict between the terms of this Agreement and its Exhibits, the terms of the Agreement shall control.

Exhibit A - Services Description
Exhibit B - OTN Positions and Job Descriptions
Exhibit C - Compensation and Fund Allocation
Exhibit D - Professional Services Contract between HCA and the County
Exhibit E – Qualified Service Organization / Business Associate Agreement

22. **Governing Law & Venue**. This Agreement shall be governed by and construed under the laws of the State of Washington. In the event of any court action which may be allowed by this Agreement, the venue of such shall be in the Superior Court of Benton County, Washington, unless the Parties shall otherwise agree.

23. **Contact**. Each Party shall appoint a Contract Manager to facilitate the Services contemplated by this Agreement. Each Party's Contract Manager is authorized to receive notices regarding the Services rendered under this Agreement. Each Party's initial Contract Manager is designated below their respective signatures below. Either Party may change its representative by designating a new representative and providing contact information in writing to the other Party.

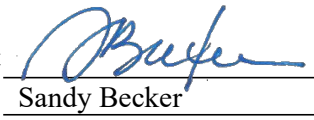
24. **Severability.** If any provision of this Agreement or its application to any person or circumstance is held unenforceable, the remainder of this Agreement, or the application of the provision to other persons or circumstances, shall not be affected, provided, that the essential purpose of this Agreement is not thereby adversely affected or prevented.

25. **Use of Name**. Neither Party may use the name, logo or any identifying symbol of the other Party in connection with the services to be provided under this Agreement without the other Party's express prior permission, which may be given or withheld for any reason. Any permission granted under this Section shall be revoked automatically upon the expiration or termination of this Agreement.

26. **Electronic Delivery/Counterparts**. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, scanner/e-mail or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the Parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

*Signature Page to Follow*

IN WITNESS THEREOF, the Parties hereto have executed this Agreement or caused it to be extended in their names and on their behalf by their respected representatives thereunto duly authorized.

| **Benton County:** | | **Ideal Option PLLC**: | |
|---|---|---|---|
| By: Print | | By: Print |  |
| Name: | Jerome Delvin, Chairman | Name: | Sandy Becker |
| Title: | Benton County Commissioner | Title: | CFO |
| Date: | | Date: | 01/30/2024 |
| | Benton County's Contact | | Ideal Option's Contact: |
| Contract Manager: | Information: Lt. Kasey Kist, | Contract Manager: | Yuki Yang |
| Address: | 7122 W Okanogan Pl., Suite B110 | Address: | 5615 Dunbarton Ave |
| | Kennewick, WA 99336 | | Pasco, WA 99301 |
| Telephone: | (509) 735-6555 Ext. 4938 | Telephone: | 877-522-1275 or (206) 419 - 8805 |
| Facsimile: | | Facsimile: | |
| Email Address: Copy to Email: | Kasey.Kist@co.benton.wa.us<br>Lisa.Small@co.benton.wa.us | E-mail address: | yukiyang@idealoption.net |
| | | Ideal Option's EIN (or UBI) | 45-5513274 |

Approved as to Form:

Jeff Aultman
Jeff Aultman, Civil DPA

**EXHIBIT A**
**DESCRIPTION OF SERVICES, DELIVERABLES, MEASURES AND WORK SPECIFICATIONS**

Ideal Option ("Ideal Option") shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Ideal Option shall be responsible for the following:

- Use a coordinated team approach to provide intensive services by developing an OTN capable of providing at least two Food and Drug Administration (FDA)-approved MOUD medications (at least one agonist and one antagonist).
- Initiate/induct or maintain persons with Opioid Use Disorder (OUD) and/or co-occurring OUD on MOUD.
- Provide warm hand-offs to network/community providers, including Opioid Treatment Programs (OTPs), Office-Based Opioid Treatments (OBOTs), Federally Qualified Health Centers (FQHCs), behavioral health providers, and primary care providers utilizing MOUD.
- Increase harm reduction tools, services and supplies.
- Satisfactory completion of all Government Performance and Results Act of 1993 (**GPRA**) data collection requirements.
- Respond to all data requests from state and federal partners.
- Demonstrate an adequate staffing model to meet OTN needs.
- Participate in all Technical Assistance (TA) and training opportunities provided by DBHR, HCA, RDA, and the University of Washington Alcohol and Drug Abuse Institute (UW-ADAI).
- Possess the ability to refer individuals with OUD for any ancillary services necessary to address their holistic recovery needs.
- Secure and maintain release-of-information forms that meet federal confidentiality regulations and allow the sharing of patient information between initiation sites and community providers and with HCA for the purpose of program monitoring and performance evaluation.
- Participate in monthly data calls with RDA.
- Participate in ad-hoc meetings and trainings as deemed necessary by DBHR Contract Manager.
- Provide evidence of attendance by a minimum of two (2) persons to the Harm Reduction Training.
- The following services may be provided by Ideal Option to OTN patients, and actual expenses shall be reimbursed by the County up to the limits established in Exhibit C.
    - Provide drug testing of patients as ordered by the treating medical provider.
    - Provide Peer recovery support as further outlined in Exhibit C.

## Core Components of an OTN

The OTN model builds on the four important components of the MOUD model of care: 1) FDA-approved medications for OUD; 2) provider and community educational interventions; 3) coordination/integration of SUD treatment and other medical/psychological needs; and 4) psychosocial services/interventions.[1]

The focus of the OTN is to foster the development of a network of service providers that incorporates and supports the use of MOUD as a core component of OUD recovery. OTNs consist of at least one Local MOUD Treatment Site provider who accepts Initiation Site transfers. In addition, OTNs should:

- **Assign staff to perform the appropriate functions as defined in Exhibit B**
- Build, strengthen, and maintain referral relationships between Initiation Site and Local MOUD Treatment Site(s).
- Facilitate warm hand-offs to Local MOUD Treatment Site(s) to maintain MOUD continuity.
- Provide for more MOUD services among individuals at highest risk of overdose and death (jails, correction facilities, detoxification facilities, emergency departments) including Tribal members, pregnant and parenting individuals, individuals using intravenous drugs, individuals with a dual diagnosis of OUD and Stimulant Use Disorder, and individuals who are homeless or unstably housed.
- Develop networks with community resources to address behavioral health treatment and recovery support needs.
- Bring MOUD initiation, referral, and retention to the individual prior to his or her transfer to Local MOUD Treatment Site, ensuring MOUD capacity is maintained at both the Initiation and Local MOUD Treatment Site(s).
- Embrace low-barrier buprenorphine service model.[2]
- Develop a medication diversion prevention plan for the OTN.
- Providing both agonist and antagonist MOUD medications (on-site or in relationship with a pharmacy) in order to facilitate initial inductions.

## Data Collection Requirements

OTNs should have staff collect data on all individuals receiving services at the Initiation Site (and subsequent MOUD services received). The data collection consists of multiple participant interviews. Initiation Sites are responsible for ensuring data collection for individuals prior to

[1] https://effectivehealthcare.ahrq.gov/sites/default/files/pdf/opioid-use-disorder_technical-brief.pdf

[2] The goal of a low-barrier model is for individuals with OUD to meet with a service provider and start medication at their first appointment, when clinically appropriate.

and after warm hand-offs, including coordination of data collection with Local MOUD Treatment Sites staff.

**Participant interviews** are based on the Government Results and Performance Act (GPRA) *Client Outcome Measures Tool*. OTN staff will conduct face-to-face interviews (either in-person, by telephone or an online telehealth meeting), compile answers, and enter the results into the data portal provided by the project evaluator. OTN staff should collect survey data at three points for each individual served:

- **Intake:** GPRA Baseline interview is to be completed for all individuals who meet SOR III requirements within four (4) days of the second appointment and entered into the data entry portal within seven (7) days of collection.
- **Six-month follow-up:** completed one month before to two months after the scheduled follow-up date—regardless of individual discharge status. OTNs failing to complete 80 percent of follow-up surveys must submit corrective action plans and demonstrate improved performance.
- **Discharge:** to be completed within 15 days for all individuals leaving treatment. *Administrative discharges* (without interviews) are required for those lost to follow-up. Online training, and survey templates will be provided to OTNs; project evaluation staff will provide OTN staff with technical assistance as needed.

**EXHIBIT B**
**OTN POSITIONS AND JOB DESCRIPTIONS**

## NURSE CARE MANAGER

**ROLE:** OTN Nurse Care Manager (NCM)

**SUPERVISED BY:** VP Clinical Operations

**SUPERVISES:** OTN Care Navigator and OTN Data Collection Coordinator (Coordinator)

**FLSA STATUS:** Exempt

**Purpose of Position:** The NCM's primary responsibilities is to provide medical support to the prescribing physicians or other waived practitioners.

**Essential Functions:** Duties of the NCM will include, but are not limited to:

- Performs individual patient screening
- Medication for Opioid Use Disorder (MOUD) Education
- Assisting with MOUD inductions
- Takes patient vital signs and charts appropriately
- Conducts patient drug testing
- Lab work
- Provides medical assessments to patients
- Performs patient Charting
- Works closely and collaboratively with physicians to provide care planning to patients
- Conducts patient stabilizations
- Observation and Maintenance
- Ongoing coordination of follow up care
- Facilitates relapse prevention initiatives
- Support for individual's self-management
- Complies with national PHI laws including HIPAA and 42 CFR Part 2
- Maintains continual sustained attendance
- Works cooperatively with others as part of the Ideal Option team

**Competencies:**

- Ability to communicate effectively with patients and adapt to individual needs
- Ability to type 50 words per minute
- Ability to communicate within the organization, to patients, and members of the community
- Analysis, problem solving, and decision making
- Ethical conduct

## Preferred Education Requirements:

- High School Diploma or GED
- Bachelor's degree in Nursing, BSN
- 1-5 years of healthcare related experience preferred

This job description is intended to convey information essential to understanding the scope of this position and it is not intended to be an exhaustive list of skills, efforts, duties, responsibilities or working conditions associated with the position.

# CARE NAVIGATOR

**ROLE:** OTN Care Navigator

**SUPERVISED BY:** OTN Nurse Care Manager

**SUPERVISES:** NA

**FLSA STATUS:** Exempt

**Purpose of Position:** This role works under general direction of the OTN Nurse Care Manager in providing MOUD services to individuals in need of care and as a part of the Ideal Option team.

**Essential Functions:** Duties of the OTN Care Navigator will include, but are not limited to:

- Expedites enrollments into Medicaid as necessary
- Conducts patient screenings, assessments, and evaluations
- Provides education, and coordination referrals for MOUD
- Participates in data collection requirements and facilitates referrals for infectious disease screening
- Coordinates patient housing needs
- Works in conjunction with the community on employment services
- Participates in withdrawal management services
- Coordinates transportation
- Maintains referral network for OUD or behavioral health counseling and provides a warm hand-off to MOUD provider upon individuals transfer from any current treatments
- Complies with national PHI laws including HIPAA and 42 CFR Part 2
- Maintains continual sustained attendance
- Works cooperatively with others as part of the Ideal Option team

**Competencies:**

- Ability to communicate effectively with patients and adapt to individual needs
- Strong written and verbal communication
- Ability to type 50 words per minute
- Ability to communicate within the organization, to patients, and members of the community
- Analysis, problem solving, and decision making
- Ethical conduct

**Preferred Education Requirements:**

- High School Diploma or GED
- Bachelor's degree Social Work or Healthcare Administration
- 1-5 years of healthcare related experience recommended

This job description is intended to convey information essential to understanding the scope of this position and it is not intended to be an exhaustive list of skills, efforts, duties, responsibilities or working conditions associated with the position.

# DATA COLLECTION COORDINATOR

**ROLE:** OTN Data Collection Coordinator (Coordinator)

**SUPERVISED BY:** OTN Nurse Care Manager (NCM)

**SUPERVISES:** NA

**FLSA STATUS:** Exempt

**Purpose of Position:** The Coordinator is responsible for managing all data collection activities and serves as the liaison between project evaluators. The Coordinator must become competent in all aspects of GPRA data collection required for this project (including completion of SAMHSA GRPA training) and be available and responsive to project evaluators.

**Essential Functions:** Duties of the OTN Data Collection Coordinator will include, but are not limited to:

- Ensuring data collection for individuals prior to and after warm hand-offs, including coordination of data collection and Local MOUD Treatment Sites staff.
- Collect survey data at three points for each individual served:
  - **Intake**: GPRA Baseline interview is to be completed as soon as possible with every individual who begins MOUD at a facility in your network.
  - **Six month follow up:** Completed one month follow up surveys to two months after the scheduled follow update- regardless of individual discharge status.
  - **Discharge:** to be completed within 15 days for all individuals leaving treatment. Administrative discharges (without interviews) are required for those lost to follow up.
  - facilitate data collection and future evaluation efforts on participant logs,
  - including identifiers and treatment start dates.
  - Enter data into the relevant section of the RDA data portal.
- Complies with national PHI laws including HIPAA and 42 CFR Part 2
- Maintains continual sustained attendance
- Works cooperatively with others as part of the Ideal Option team

**Competencies:**

- Ability to communicate effectively with patients and adapt to individual needs
- Effective verbal and written communication ability
- Ability to type 50 words per minute
- Ability to communicate within the organization, to patients, and members of the community
- Analysis, problem solving, and decision making
- Ethical conduct

**Preferred Education Requirements:**

- High School Diploma or GED

- Bachelor’s degree in Social Work
- 1-5 years of healthcare related experience recommended

This job description is intended to convey information essential to understanding the scope of this position and it is not intended to be an exhaustive list of skills, efforts, duties, responsibilities or working conditions associated with the position.

# INTAKE COORDINATOR MEDICAL ASSISTANT

**ROLE:** Medical Assistant-Certified
**SUPERVISED BY:** OTN Nurse Care Manager (NCM)
**FLSA CLASSIFICATION:** Non-Exempt

---

**PURPOSE OF POSITION:** The Jail MAT Medical Assistant-Certified is responsible for providing administrative and medical support to ensure efficient operation of Benton County MAT clinic. This position supports providers, Nurse Care Manager, Care Navigator, Transitional Care Coordinator, and patients/inmates through a variety of tasks related to patient care, clinic maintenance, and communication with IO staff in Benton County MAT clinic including dosing. The goal is to complete all activities accurately, with high quality and in a timely manner.

**ESSENTIAL FUNCTIONS:** The following functions have been determined by Ideal Option to be essential to the successful performance of this position which includes but is not limited to:

- Check patients in for MAT clinic
- Confirms/enters patient's demographics
- Obtains signed consents to release of medical records and treatment contract from the patient/inmate
- Assist patient/inmate with paperwork as needed
- Obtains vital signs
- Administers dosings
- Complies with national PHI laws including HIPAA and 42 CFR Part 2
- Maintains continual sustained attendance
- Works cooperatively with others and as part of the Ideal Option team
- Occasional travel
- Other projects and duties as assigned

## Competencies:

- High School Diploma or GED
- Maintain MA-C licensing through the state/agency
- Maintain BLS/CPR certification
- Ability to type 50 words per minute
- Strong computer skills
- Strong vocabulary, spelling, and punctuation
- Ability to communicate effectively with patients/inmates and adapt to individual needs
- MA-C required

## Minimum Requirements:

- High School Diploma or GED and MA-Certified

**EXHIBIT C**
**COMPENSATION AND FUND ALLOCATION**
**MARCH 1, 2023 – FEBRUARY 29, 2024**

| | | | | Annual | | |
|---|---|---|---|---|---|---|
| **Personnel** | **FTE%** | **Hourly** | **Monthly Salary** | **Salary Only** | **Benefits** | **Total** |
| Prescriber | 0.2 | $ 74.27 | $ 2,575 | $ 30,896 | $ 6,258 | $ 37,154 |
| Nurse Care Manager (RN) | 0.5 | $ 41.20 | $ 3,571 | $ 42,848 | $ 8,679 | $ 51,527 |
| Care Navigators (CN) | 1.5 | $ 25.75 | $ 6,695 | $ 80,340 | $ 16,273 | $ 96,613 |
| Data Collection Coordinators | 1.5 | $ 25.75 | $ 6,695 | $ 80,340 | $ 16,273 | $ 96,613 |
| Intake Coordinator (MA) | 1.0 | $ 25.75 | $ 4,463 | $ 53,560 | $ 10,849 | $ 64,409 |
| **Personnel Subtotal** | | | | | | **$ 346,316** |
| | | | | | | |
| Drug Testing* | | | | | | **$ 7,000** |
| | | | | | | |
| Peer Recovery Support** | | | | | | **$ 13,000** |
| | | | | | | |
| **Total Contract Amount** | | | | | | **$366,316** |
| | | | | | | |

*Drug testing of patients will be completed as ordered by the treating medical provider and will be compensated at $25 per each test up to a total annual compensation of $7,000.

**Peer recovery support will be provided up to 8 hours/ week at $250 per week not to exceed total annual compensation of $13,000. Included: meeting with referrals from the OTN team and providing support and facilitation to community based supports once patients are released.

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Exhibit D

# RESOLUTION 2024 0076

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF A GRANT AWARD AND CLIENT SERVICES CONTRACT NO. K7291 BETWEEN WASHINGTON STATE HEALTH CARE AUTHORITY AND BENTON COUNTY FOR THE PURPOSE OF OPIOID TREATMENT NETWORK WITHIN THE BENTON COUNTY JAIL**

**WHEREAS,** per Resolution 2023-163, Washington State Health Care Authority (HCA) provided funding to Benton County for an overall amount of $535,090 for the purpose of Medication for Opioid Use Disorder (MOUD) services provided to inmates within the Benton County Jail, with a termination date of September 29, 2023; and

**WHEREAS,** HCA provided notice of award to Benton County Corrections Department (BCCD) along with the attached Client Services Contract No. K7291 for MOUD services with a maximum amount of $578,658 to be paid to Benton County; and

**WHEREAS,** the Chief of Corrections recommends accepting the grant funding to keep this important program going within the jail; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington, hereby accepts the grant award from Washington State Health Care Authority for a maximum amount of $578,658 for the purpose of Medication for Opioid Use Disorder (MOUD) services as further outlined in the attached Client Services Contract No. K7291 between Benton County and Health Care Authority; and

**BE IT FURTHER RESOLVED,** the Board hereby authorizes the Chairman or Chairman Pro-Tem to sign said contract between Benton County and Washington State Health Care Authority; and

**BE IT FURTHER RESOLVED,** the term of the attached contract commences September 30, 2023 and shall continue through September 29, 2024.

Dated this 23rd day of January, 2024.

Chairman

Chairman Pro-Tem

Commissioner

Attest: .....
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCCD
cc: Auditor, S. Godinez, Purchasing Dept., HCA

Prepared by: L. Small

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| Washington State Health Care Authority | **CLIENT SERVICES CONTRACT for** Opioid Treatment Network | HCA Contract Number: K7291 |
|---|---|---|

**THIS CONTRACT** is made by and between the Washington State Health Care Authority, (HCA) and Benton, County of dba Benton County Corrections Department, (Contractor).

| CONTRACTOR NAME | | CONTRACTOR DOING BUSINESS AS (DBA) | | |
|---|---|---|---|---|
| Benton, County of | | Benton County Corrections Department | | |
| CONTRACTOR ADDRESS \| Street | | City | State | Zip Code |
| 620 MARKET STREET | | PROSSER | WA | 99350-1300 |
| CONTRACTOR CONTACT | CONTRACTOR TELEPHONE | CONTRACTOR E-MAIL ADDRESS | | |
| Kasey Kist, Custody Lieutenant | 509- 460-4938 | Kasey.Kist@co.benton.wa.us | | |

Is Contractor a Subrecipient under this Contract?

☒YES ☐NO

| HCA PROGRAM | HCA DIVISION/SECTION |
|---|---|
| | Division of Behavioral Health & Recovery (DBHR) |
| HCA CONTACT NAME AND TITLE<br>Megan Fowler, Contract Manager | HCA CONTACT ADDRESS<br>Health Care Authority<br>626 8th Avenue SE<br>PO Box 42730<br>Olympia, WA 98504-2730 |
| HCA CONTACT TELEPHONE<br>(360) 725-2019 | HCA CONTACT E-MAIL ADDRESS<br>megan.fowler@hca.wa.gov |

| CONTRACT START DATE | CONTRACT END DATE | TOTAL MAXIMUM CONTRACT AMOUNT |
|---|---|---|
| September 30, 2023 | September 29, 2024 | $578,658 |

PURPOSE OF CONTRACT:
Develop an Opioid Treatment Network (OTN) to support individuals with Opioid Use Disorder. Provide medication for opioid use disorder (MOUD) to individuals with opioid use disorder and provide services to individuals with stimulant use disorder. Ensure warm hand-offs to network providers as needed.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

| CONTRACTOR SIGNATURE | PRINTED NAME AND TITLE | DATE SIGNED |
|---|---|---|
| | Jerome Delvin, Chairman<br>Benton County Commissioner | 1/23/2024 |
| HCA SIGNATURE<br>DocuSigned by:<br>Andria Howerton<br>F2EF77E93FBC4D7... | PRINTED NAME AND TITLE<br>Andria Howerton<br>Deputy Contracts Administrator | DATE SIGNED<br>1/26/2024 |

Approved as to Form:

Jeff Aultman

Jeff Aultman, Civil DPA

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## Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), seeks to secure Opioid Treatment Network Services; and

Client services, as described in this Contract, are exempt from competitive solicitation (RCW 39.26.125(6)) and Benton, County of dba Benton County Corrections Department (Contractor) seeks to provide such services.

HCA has determined that entering into a Contract with Benton, County of dba Benton County Corrections Department will meet HCA's needs and will be in the State's best interest.

THEREFORE, HCA awards to Benton, County of dba Benton County Corrections Department this Contract, the terms and conditions of which will govern Contractor's providing to HCA the Opioid Treatment Network Services.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

### 1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Attachment 1: *Statement of Work.*

### 2. DEFINITIONS

**"Authorized Representative"** means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

**"Authorized User"** means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.

**"Business Associate"** means a Business Associate as defined in 45 C.F.R. § 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or Disclosure of Protected Health Information (PHI). Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

**"Business Days"** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**"Centers for Medicare and Medicaid Services"** or **"CMS"** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

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**"C.F.R."** means the Code of Federal Regulations. All references in this Contract to C.F.R. chapters or sections include any successor, amended, or replacement regulation. The C.F.R. may be accessed at http://www.eC.F.R..gov/cgi-bin/EC.F.R.?page=browse. .

**"Client"** means an individual who is eligible for or receiving services through HCA program(s).

**"Confidential Information"** means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as "Data".

**"Contract"** means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

**"Contract Administrator"** means the HCA individual designated to receive legal notices and to administer, amend, or terminate this Contract.

**"Contract Manager"** means the individual identified on the cover page of this Contract who will provide oversight of the activities conducted under this Contract.

"**Contractor"** means **Benton, County of dba Benton County Corrections Department**, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

**"Covered Entity"** has the same meaning as defined in 45 C.F.R. 160.103.

**"Data"** means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract.

**"Data Breach"** means the acquisition, access, use, or Disclosure of Data in a manner not permitted under law or by this Contract, including but not limited to the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 C.F.R. 164.402.

**"Designated Record Set"** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about individuals.

**"Disclosure"** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

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**"Effective Date"** means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

**"Electronic Protected Health Information"** or **"ePHI"** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 C.F.R. § 160.103.

**"HCA Contract Manager"** means the individual identified on the cover page of this Contract who will provide oversight of the Contractor's activities conducted under this Contract.

**"Health Care Authority"** or **"HCA"** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

**"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act). HIPAA inlcudes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

**"Individual(s)"** means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

**"Limited Data Set(s)"** means a data set that meets the requirements of 45 C.F.R. §§ 164.514(e)(2) and 164.514(e)(3).

**"Minimum Necessary"** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

**"Overpayment"** means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

**"Permissible Use"** means only those uses authorized in this Contract and as specifically defined herein.

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

**"Proprietary Information"** refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-

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technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential. Contractor's Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law.

"**Protected Health Information**" or **"PHI"** means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 C.F.R. 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 C.F.R. 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv)..

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

**"Regulation"** means any federal, state, or local regulation, rule, or ordinance.

**"Statement of Work"** or **"SOW"** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Attachment 1 hereto.

**"Subcontract"** means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

**"Subcontractor"** means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term "Subcontractor" means subcontractor(s) of any tier.

**"Subrecipient"** means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. As in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award. See OMB circular a-133 for additional details.

**"USC"** means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at http://uscode.house.gov/

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**"WAC"** means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: http://app.leg.wa.gov/wac/.

## 3. SPECIAL TERMS AND CONDITIONS

### 3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;

3.1.2 Use of professional judgment;

3.1.3 Collaboration with HCA staff in Contractor's conduct of the services;

3.1.4 Conformance with HCA directions regarding the delivery of the services;

3.1.5 Timely, accurate and informed communications;

3.1.6 Regular completion and updating of project plans, reports, documentation and communications;

3.1.7 Regular, punctual attendance at all meetings; and

3.1.8 Provision of high-quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor's performance is unsatisfactory.

### 3.2 TERM

3.2.1 The execution of this Contract constitutes a ratification of the earlier agreement between the parties, the terms and conditions of which are contained herein. Accordingly, upon signature of both parties, this Contract is effective retroactive to **September 30, 2023**, regardless of the date of execution, and will continue through **September 29, 2024**, unless terminated sooner as provided herein.

3.2.2 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

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## 3.3 COMPENSATION

3.3.1 The parties have determined the cost of accomplishing the work herein will not exceed **$578,658**, inclusive of all fees, taxes, and expenses. Compensation for satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.

3.3.2 Contractor's compensation for services rendered will be in accordance with Attachment 1, Statement of Work.

3.3.3 Contractor travel reimbursement, if any, is included in the total compensation. Contractor travel reimbursement is limited to the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (http://www.ofm.wa.gov/policy/10.htm); reimbursement will not exceed expenses actually incurred.

3.3.4 Single Audit Act Compliance

If the Contractor expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

A. Submit to the HCA contact person the data collection form and reporting package specified in 2 C.F.R. 200.501 and 45 C.F.R. 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

B. Follow-up and develop corrective action for all audit findings; in accordance with 2 C.F.R. 200.501 and 45 C.F.R. 75.501, prepare a "Summary Schedule of Prior Audit Findings."

## 3.4 INVOICE AND PAYMENT

3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state.

3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.

3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of $50 or more must be accompanied by a receipt.

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3.4.4 Contractor will provide invoices not more often than monthly.

3.4.5 A-19 Invoices must be submitted to the HCA/DBHR Contract Manager, megan.fowler@hca.wa.gov with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:

A. HCA Contract number **K7291**;

B. Contractor name, address, phone number;

C. Description of services;

D. Date(s) of delivery;

E. Net invoice price for each item;

F. Applicable taxes;

G. Total invoice price; and

H. Any available prompt payment discount.

HCA will return incorrect or incomplete invoices for correction and reissue.

3.4.6 Contractor must submit properly itemized invoices within forty-five (45) calendar days of a deliverable due date, the last day of the month of service, or if invoicing quarterly, within forty-five (45) calendar days of the last day of the quarter for which Contractor seeks payment. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.

If the Contract is identified as funded by a federal grant, Contractor must submit all invoices within forty-five (45) calendar days of the end of the grant fiscal year.

3.4.7 Upon expiration, suspension, or termination of the Contract, invoices for work performed or allowable expenses incurred after the start of the Contract and prior to the date of expiration, suspension, or termination must be submitted by the Contractor within forty-five (45) calendar days. HCA is under no obligation to pay invoices submitted forty-six (46) or more calendar days after the Contract expiration, suspension, or termination date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion

## 3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

3.5.1 Contractor's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.

3.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding

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contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.

3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

| **CONTRACTOR Contract Manager Information** | | **Health Care Authority Contract Manager Information** | |
|---|---|---|---|
| Name: | Kasey Kist | Name: | Megan Fowler |
| Title: | Custody Lieutenant | Title: | Contract Manager |
| Address: | 620 Market Street<br>Prosser, WA 99350-1300 | Address: | Health Care Authority<br>626 8th Avenue SE<br>PO Box 42730<br>Olympia, WA 98504-2730 |
| Phone: | 509-460-4938 | Phone: | (360) 725-2019 |
| Email: | Kasey.Kist@co.benton.wa.us | Email: | megan.fowler@hca.wa.gov |

## 3.6 KEY STAFF

3.6.1 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the SOW from the people who were described in the Response for the first SOW, or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.

3.6.2 During the term of the SOW, HCA reserves the right to approve or disapprove Contractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor's Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA's compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

## 3.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage

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prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

3.7.1 In the case of notice to the Contractor, provide notification to the contact listed on Page 1 of this contract.

3.7.2 In the case of notice to HCA:

**Attention:** Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

3.7.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

3.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

## 3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

3.8.1 Applicable Federal and State of Washington statutes and regulations;

3.8.2 Recitals;

3.8.3 Special Terms and Conditions;

3.8.4 General Terms and Conditions;

3.8.5 Attachment 4*: SAMHSA Award Terms;*

3.8.6 Attachment 2: *Federal Compliance, Certifications and Assurances;*

3.8.7 Attachment 7*: SAMHSA Harm Reduction Guidelines;*

3.8.8 Attachment 5*: SOR 2022 Special Award Terms*

3.8.9 Attachment 6: *Definitions Specific to SOR 2022 Special Award Terms*;

3.8.10 Attachment 8*: Culturally and Linguistically Appropriate Services (CLAS);*

3.8.11 Attachment 9*: Standard of Care for MOUD in Jails Program;*

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3.8.12 Attachment 3(s): *Federal Subaward Information;*

3.8.13 Attachment 1(s): *Statement(s) of Work;*

3.8.14 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

## 3.9 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

3.9.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1 million per occurrence/$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of Subcontracts.

3.9.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.9.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than $1 million per claim/$2 million general aggregate.

3.9.4 Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.

3.9.5 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of

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cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

3.9.6 Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

## 4. GENERAL TERMS AND CONDITIONS

### 4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

### 4.2 ACCESSIBILITY

4.2.1 REQUIREMENTS AND STANDARDS. Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, *et seq.* For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

4.2.2 DOCUMENTATION. Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.

4.2.3 REMEDIATION. If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or

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replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

4.2.4 DEFINITION. Information and Communication Technology (ICT) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

4.2.5 INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

## 4.3 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

## 4.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## 4.5 ASSIGNMENT

4.5.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.35, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.5.1 of the Contract will be null and void.

4.5.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

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4.5.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

## 4.6 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

## 4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

## 4.8 CONFLICT OF INTEREST

Contractor represents and warrants that it has not undertaken and will not undertake any work with third parties that will conflict with the work Contractor Is performing for HCA under this Contract. In case of doubt, before commencing such activities, Contractor shall review areas of possible conflict with HCA and obtain HCA's approval prior to commencing such activities.

## 4.9 CONFORMANCE

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## 4.10 COVERED INFORMATION PROTECTION

4.10.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of HCA Proprietary Information or Confidential Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.

4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not release, divulge, publish,

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transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law.

4.10.3 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).

4.10.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

4.10.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

## 4.11 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

## 4.12 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

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## 4.13 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all Subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

## 4.14 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

4.14.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.14.2 A party's request for a dispute resolution must:

A. Be in writing;

B. Include a written description of the dispute;

C. State the relative positions of the parties and the remedy sought; and

D. State the Contract Number and the names and contact information for the parties.

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4.14.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

## 4.15 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.44, *Warranties*.

## 4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

## 4.17 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

4.17.1 Terminate this Contract pursuant to Section 4.39.3, *Termination for Non-Allocation of Funds*;

4.17.2 Renegotiate the Contract under the revised funding conditions; or

4.17.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.

A. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

B. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

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C. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

## 4.18 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

## 4.19 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

## 4.20 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims and breach of confidentiality obligations as contained herein, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

## 4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

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## 4.22 LEGAL AND REGULATORY COMPLIANCE

4.22.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.

4.22.3 Pursuant to Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021) as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021) ("Proclamation") all contractors and any of their employees and/or subcontractors who provide contracted services on-site at HCA facilities must certify that they are fully vaccinated against the COVID-19 virus, unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractors who cannot so certify are prohibited from contracting with the state.

4.22.4 Contractor represents and warrants that should their responsibilities to the HCA involve on-site services as of October 18, 2021, Contractor's personnel (including subcontractors) providing such services will be fully vaccinated against the COVID-19 virus unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractor further understands that, upon request, Contractor personnel must provide to HCA proof of vaccination, in a manner established by the HCA. Failure to meet these requirements may result in the immediate termination of this Contract.

4.22.5 Failure to comply with any provisions of this section may result in Contract termination.

## 4.23 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

## 4.24 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

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## 4.25 NONDISCRIMINATION

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 C.F.R. Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

## 4.26 OVERPAYMENTS TO THE CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.14, *Disputes.*

## 4.27 PAY EQUITY

4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.

4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.

4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.

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4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

## 4.28 PUBLICITY

4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.

4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

## 4.29 RECORDS AND DOCUMENT REVIEW

4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].

4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.

4.29.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

## 4.30 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive but are in addition to all other remedies available under law.

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## 4.31 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

## 4.32 RIGHTS IN DATA/OWNERSHIP

4.32.1 HCA and Contractor agree that all data and work products produced pursuant to this Contract (collectively "Work Product") will be considered a "*work made for hire*" as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

4.32.2 If for any reason the Work Product would not be considered a "*work made for hire*" under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.

4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

4.32.5 Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting

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Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

## 4.33 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

## 4.34 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

## 4.35 SUBCONTRACTING

4.35.1 Neither Contractor, nor any Subcontractors, may enter into Subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

4.35.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.

4.35.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.

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4.35.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.

4.35.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

## 4.36 SUBRECIPIENT

4.36.1 General

If the Contractor is a subrecipient (as defined in 45 C.F.R. 75.2 and 2 C.F.R. 200.93) of federal awards, then the Contractor, in accordance with 2 C.F.R. 200.501 and 45 C.F.R. 75.501, shall:

A. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

B. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

C. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

D. Incorporate OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

E. Comply with any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 and any successor or replacement Circular or regulation;

F. Comply with the applicable requirements of OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501and any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, and any successor or replacement Circular or regulation; and

G. Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to

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http://ojp.gov/about/offices/ocr.htm for additional information and access to the aforementioned Federal laws and regulations.)

4.36.2 Single Audit Act Compliance

If the Contractor is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

A. Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

B. Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, prepare a "Summary Schedule of Prior Audit Findings."

4.36.3 Overpayments

If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor will refund the full amount to HCA as provided in Section 4.26, *Overpayments to Contractors.*

## 4.37 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Covered Information Protection, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership,* will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

## 4.38 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

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## 4.39 TERMINATION

### 4.39.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

### 4.39.2 Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

### 4.39.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

### 4.39.4 Termination for Withdrawal of Authority

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In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.5 Termination for Conflict of Interest

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

## 4.40 TERMINATION PROCEDURES

4.40.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

4.40.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.

4.40.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

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A. Stop work under the Contract on the date of, and to the extent specified in, the notice;

B. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

C. Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;

E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;

F. Complete performance of any part of the work that was not terminated by HCA; and

G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

## 4.41 TRANSITION OBLIGATIONS

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

## 4.42 TREATMENT OF ASSETS

### 4.42.1 Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this Contract. Title to all property furnished by Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Contract, excluding intellectual property provided by Contractor, shall pass to and vest in HCA upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of

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this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

4.42.2 Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative, and other requirements.

4.42.3 Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Contractor or Contractor's employees, agents, or Subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

4.42.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

4.42.5 Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear expected. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

**4.43 WAIVER**

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

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## 4.44 WARRANTIES

4.44.1 Contractor represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.

4.44.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

4.44.3 EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.44.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

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# ATTACHMENT 1: STATEMENT OF WORK

September 30, 2023 – September 29, 2024

## 1. Purpose

Develop an Opioid Treatment Network (OTN) to support individuals with Opioid Use Disorder, including:

**1.1.** Providing medications for Opioid Use Disorder (MOUD) to individuals with Opioid Use Disorder (OUD), and/or co-occurring OUD;

**1.2.** Leveraging and expanding services that were developed during the COVID-19 pandemic;

**1.3.** Referring individuals to other behavioral health agencies as needed; and

**1.4.** Increasing Harm Reduction tools, services and supplies.

## 2. Guiding Principles

**2.1.** Provide MOUD initiation, referral, and treatment engagement to individuals prior to their transfer to the MOUD Treatment Site/Provider(s).

**2.2.** Ensure MOUD capacity is maintained at both the Initiation and MOUD Treatment Site/Provider(s).

**2.3.** Serve as the lead organization and recipient of funding for the development and implementation of an Opioid Treatment Network model for individuals with an Opioid Use Disorder.

**2.4.** Demonstrate responsible oversight of the OTN.

**2.5.** Ensure the MOUD Treatment Site/Provider(s) is working in coordination and meet the terms of the project, contract, goals and project deliverables, including participation in regularly scheduled leadership meetings and educational and technical assistance opportunities.

**2.6.** Ensure a low-barrier medication model as evidenced by Contractor's unique site and functions.

**2.7.** Provide both agonist and antagonist MOUD medications (on-site or in relationship with a pharmacy) to facilitate initial inductions.

**2.8.** Lead a coordinated team and processes to provide intensive services by developing a central Initiation Site to provide MOUD, and a warm hand-off to a MOUD Treatment Site/Provider(s) for continuity of care.

**2.9.** Build, strengthen, and maintain referral relationships between Initiation Site and MOUD Treatment Site/Provider(s).

**2.10.** Identify, collaborate, and subcontract with MOUD Treatment Site/Provider(s) criteria includes, but not limited to:

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**2.11.** Support and embrace MOUD;

**2.12.** Ensure policies and procedures are in place throughout the OTN to mitigate medication diversion.

**2.13.** Ensure patient assessments and treatment are consistent with DSM-5 criteria.

**2.14.** Secure and maintain Release of Information forms between Initiation Site and MOUD Treatment Site/Provider(s) that:

2.14.1. Meet federal confidentiality regulations,

2.14.2. Allow the release of patient identifying information:

2.14.3. Ensure the use of a certified EHR.

2.14.4. Review Prescription Monitoring Drug Program data, when available and appropriate.

**2.15.** Training & Technical Assistance. Work collaboratively with University of Washington Addictions Drug & Alcohol Institute (ADAI) technical assistance staff to:

2.15.1. Identify training needs, and

2.15.2. Participate in peer-to-peer and educational learning opportunities including the utilization of EBPs.

## 3. Definitions

**3.1.** CSAT - Center for Substance Abuse Treatment

**3.2.** GPRA - Government Performance and Results Act

**3.3.** MOUD Treatment Site/Provider(s) – Subcontractors that work with the Contractor's Initiation Site

**3.4.** Participant – An individual who meets eligibility criteria to receive SOR services

**3.5.** RDA – Research and Data Analysis, a division of the Washington State Department of Social and Health Services

## 4. Work Expectations

### 4.1. Meetings

#### 4.1.1. Monthly Data Calls with RDA

4.1.1.1. Contractor Participants:

4.1.1.1.1. At least one (1) SOR-funded staff including;

4.1.1.1.2. OTN Data Collector and/or

4.1.1.1.3. OTN Project lead/administrator

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4.1.2. **Quarterly Meetings**

4.1.2.1. Attendees will include Contractor, HCA Contract Manager, SOR partners, and presenters.

4.1.2.2. Discussion topics to include, but not limited to:

4.1.2.2.1. HCA Contract Manager Updates; including SAMHSA guidance, contract management, and;

4.1.2.2.2. DSHS/RDA SOR Data Collection updates;

4.1.2.2.3. UW-ADAI Training updates and technical assistance needs;

4.1.2.2.4. Contractor participation and attendance;

4.1.2.2.5. Additional topics as needed, and as approved by HCA Contract Manager.

4.1.3. **Ad-hoc Meetings and Trainings**. Additional meetings as required or deemed necessary by HCA Contract Manager.

**4.2. Reports**

4.2.1. Monthly reports and invoice shall be submitted to HCA upon receipt of DSHS/RDA reports.

4.2.2. **Contractor reports provided to HCA**

4.2.2.1. HCA Contract Manager will provide Contractor with a report template within ten (10) days of Contract execution.

4.2.2.2. Contractor will use the HCA template provide monthly reports to HCA Contract Manager for approval.

4.2.2.3. Components will include, but not limited to, the following:

4.2.2.3.1. SOR funded activities that occurred this month (e.g. harm reduction supplies and services, GPRA incentives, transportation vouchers);

4.2.2.3.2. Outreach activities that occurred this month;

4.2.2.3.3. Updates to barriers and successes;

4.2.2.3.4. Training and technical assistance needs;

4.2.2.3.5. Staff changes;

4.2.2.3.6. Success stories, with anonymity and no way to trace back to any certain individual.

4.2.2.3.7. Addressing health disparities and supporting Culturally and Linguistically Appropriate Services (CLAS); and

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4.2.2.3.8. Additional information as needed, and as approved by HCA Contract Manager.

4.2.3. **Special Reports**

4.2.3.1. Contractor will submit two (2) reports to HCA Contract manager using HCA template. Components will include but not limited to the following:

4.2.3.1.1. Complete a SOR program sustainability assessment, addressing SUD in special populations and/or determined by HCA Contract Manager.

4.2.4. **RDA Reports to HCA.** RDA provides a monthly and annual report to HCA that includes activities included in this Contract.

4.2.4.1. Contractor will maintain accurate and consistent data reporting on monthly invoices, consistent with the RDA report.

4.2.4.2. Components include, but not limited to:

4.2.4.2.1. Number of SOR III enrollees;

4.2.4.2.2. Monthly outreach activities, and

4.2.4.2.3. Engagement rate.

4.2.5. **Other Reports Requested by HCA.** Contractor will assist in the preparation of, but not limited to, the following:

4.2.5.1. Annual, bi-annual reports requested by SAMHSA or their designee;

4.2.5.2. Legislative reports or data requests.

4.2.5.3. Other, as approved by HCA Contract Manager.

**4.3. Provide Services.** Begin providing services at the Initiation Site and MOUD Treatment Site/Provider(s) no later than September 30, 2023;

4.3.1. **OTN Staffing**

4.3.1.1. **General**

4.3.1.1.1. Any staff with sufficient training may contribute to data collection activities.

4.3.1.1.2. Determine if each individual, for whom data is collected, meets SOR III requirements.

4.3.1.1.3. Collect specified data on every individual inducted (beginning a new episode of MOUD Treatment Site/Provider(s)) at the Initiation Site.

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4.3.1.1.4. Develop and use specific tools, such as job descriptions and statements of work, in a consistent practice throughout the OTN.

4.3.1.1.5. Work collaboratively and responsively with RDA.

4.3.1.2. **Roles.** The following staff functions are required (individual staff may perform multiple functions):

4.3.1.2.1. **OTN Nurse Care Manager (NCM)**

a. Provide medical support to the prescribing physicians or other waivered practitioners.

b. Duties of the NCM will include, but are not limited to:

i. individual screening,

ii. MOUD education,

iii. assisting with MOUD inductions,

iv. taking vital signs,

v. drug testing,

vi. lab work,

vii. medical assessments,

viii. charting,

ix. care planning,

x. stabilization,

xi. observation and maintenance,

xii. ongoing coordination of follow-up care,

xiii. relapse prevention, and

xiv. support for an individual's self-management.

4.3.1.2.2. **OTN Care Navigator**

a. expedites enrollment into Medicaid as necessary,

b. conducts screenings, assessments, and evaluations,

c. provides education,

d. coordinates referrals for MOUD,

e. assists with data collection requirements,

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f. facilitates referrals for:

i. infectious disease screenings,

ii. housing,

iii. employment services,

iv. withdrawal management services,

v. transportation,

vi. OUD,

vii. behavioral health counseling,

g. provide a warm hand-off to a MOUD provider upon an individual's transfer from any current treatments.

4.3.1.2.3. **OTN Data Collection Coordinator (Coordinator)**

a. manage all data collection activities and serves as the liaison between the OTN, HCA and RDA.

b. become competent in all aspects of GPRA data collection required for this project (including completion of SAMHSA GRPA training)

c. be available and responsive to project evaluators.

d. at all times there must be a back-up person trained in this role, so that consistent and timely reporting is counted on, with no delays.

e. participate in HCA and RDA trainings and technical assistance meetings.

f. oversight of all aspects of SOR data collection at the OTN, including, but not limited to coordination between the Initiation Site and the MOUD Treatment Site/Provider(s) as individuals move between those locations.

g. availability to work regularly with RDA Project Evaluator.

4.3.1.2.4. **OTN MOUD Prescriber**

a. Employ and/or contract at least one (1) prescriber, and one (1) back-up prescriber (in case of primary prescriber absence) at the Initiation Site.

4.3.1.2.5. **Contract Management/Accounting**

b. Submit invoices for payment,

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c. Ensure Releases of Information (ROIs) are in place,

d. Certify that agreements with other community partners are signed,

e. Guarantee the contract deliverables are met including subcontractor's deliverables.

4.3.2. **Initiation Site**

4.3.2.1. **Staffing for Initiation Site**

4.3.2.1.1. Hiring and/or contracting a minimum of two (2) staff to cover the functions listed below at the Initiation Site.

4.3.2.1.2. Specific staffing arrangements are determined by Initiation Site.

4.3.2.2. **Review circumstances to determine additional services**

4.3.2.2.1. Help facilitate the health insurance application and enrollment process for uninsured individuals.

4.3.2.2.2. Ensure the utilization of third-party payers and other revenues realized from provision of services, to the extent possible.

4.3.2.2.3. Use SAMHSA grant funds only for services:

a. To individuals who are not covered by public or commercial health insurance programs, or

b. That are not sufficiently covered by an individual's health insurance plan.

4.3.2.2.4. HIV/Viral Hepatitis

a. Screen and refer HIV and Viral Hepatitis cases through a warm hand-off or treatment;

b. Document services provided in EHR;

c. Report in RDA's secure data entry portal.

4.3.2.2.5. Using EBPs such as Cognitive Behavioral Therapy (CBT) or Motivational Interviewing (MI) for people who experience Stimulant Use Disorder. If a referral is made, documentation is needed in individuals Electronic Health Record (EHR) or patient file.

4.3.2.2.6. For other behavioral health and ancillary services necessary to address the individual's holistic medical and recovery needs.

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4.3.2.3. **Prioritization.** Contractor will be mindful that the following vulnerable populations may need additional assistance to address and eliminate barriers to access to treatment:

4.3.2.3.1. Individuals at highest risk of overdose and death;

4.3.2.3.2. MOUD services for Tribal members;

4.3.2.3.3. MOUD services for pregnant and parenting individuals;

4.3.2.3.4. MOUD services for people who use intravenous drugs;

4.3.2.3.5. Individuals with a dual diagnosis of OUD and Stimulant Use Disorder;

4.3.2.3.6. Individuals who are homeless or unstably housed.

4.3.2.4. **Enroll new Participants**

4.3.2.4.1. Initiate MOUD and enroll ten (10) SOR III Participants per month beginning September 30, 2023;

4.3.2.4.2. Track the number of monthly enrollments through RDA's data portal.

4.3.2.4.3. Within five (5) business days of receiving the RDA Monthly Report, Contractor will:

a. Enter the number of enrollments into the A-19 template.

b. Provide the monthly A-19 to the HCA Contract Manager.

c. Contractor will work with RDA and HCA Contract Manager to reconcile any enrollment discrepancies in the following month or at the end of the Contract period at a pro-rated basis.

4.3.2.5. **Site Visits**. Contractor will work with HCA Contract Manager to schedule site visits, virtual or in person, at least one (1) time per year.

## 4.4. Data Collection and Sharing

4.4.1. **Background.** The goal of this section is to ensure Contractor achieves compliance with SAMHSA's reporting requirements.

4.4.2. **RDA.** Work collaboratively with RDA as they fulfill the following roles:

4.4.2.1. Supervise data collection process;

4.4.2.2. Program evaluation;

4.4.2.3. Monitor data collection;

4.4.2.4. Provide:

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4.4.2.4.1. all relevant data collection instruments;

4.4.2.4.2. training;

4.4.2.4.3. access to data entry tools;

4.4.2.4.4. technical assistance to the OTN Data Coordinator regularly; and

4.4.2.4.5. technical assistance to staff, as needed.

4.4.3. **Data Collection Components and Activities**

4.4.3.1. All individuals inducted at the OTN must be entered into the relevant sections of the RDA data portal.

4.4.3.2. Upon induction onto MOUD, OTN staff will collect and enter the Participant Information and Event Forms into the data portal provided by the project evaluator.

4.4.3.3. Data will be entered within seven (7) days of collection.

4.4.3.4. Contracted targets for the number of individuals served will be measured using data entered into the data portal.

4.4.3.5. GPRA Survey. Participants that meet SOR III requirements are those who will need to receive the GPRA survey.

4.4.3.5.1. GPRA Survey Requirements

a. The survey is based on the SAMHSA's CSAT GPRA Participant Outcome Measures Tool.

b. The project evaluator may provide SAMHSA's modified version of the GPRA tool for use on this project.

c. Facilitate all surveys via live person-to-person conversations, either in-person, by telephone or an online telehealth meeting, with the exception referenced in Section 4.4.3.5.4, Discharge.

d. **SOR III Requirements**. A Participant requiring the GPRA survey is defined as the following and must meet all required criteria:

i. Individual inducted onto MOUD;

ii. Individual returns for second appointments; and

iii. Participant is seen by a SOR funded clinician.

4.4.3.5.2. **Intake**. At the point where the Participant is at the initial intake/enrollment process,

a. Interview all individuals who meet SOR III requirements.

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b. Complete each interview within four (4) days of the second appointment.

c. Use only one (1) GPRA intake survey (the first enrollment) per individual.

d. Enter survey information into the data entry portal provided by RDA within seven (7) days of collection.

4.4.3.5.3. **Six-Month Follow Up**. At the point where the Participant has been enrolled for six (6) months,

a. Interview is required for all Participants with an intake survey regardless of their enrollment/discharge status at the time the survey is due.

b. Surveys are open for three (3) months and open one (1) month before the six (6) month anniversary of the GPRA Intake Survey,

c. Contractor may use incentive funds to encourage hard-to-reach individuals to complete a follow-up survey, if the cost doesn't exceed the rate provided in Section 2, Deliverables Table.

d. Follow-up surveys are not required after grant funding ends.

e. Completed surveys are marked by locating the Participant and the Participant answering questions in the follow-up survey.

f. **Performance Measure for Six (6) Month Follow Up.**

i. Achieve an 80% follow-up rate for the six (6) month survey point; indicating success in locating the Participant and complete the interview.

ii. Administrative follow-up surveys done without the Participant present do not count towards this measurement.

4.4.3.5.4. **Discharge.** At the point where the Participant is discharged from grant services.

a. The discharge survey is to be completed for all individuals who discontinue treatment at the OTN.

b. For Participant lost to follow-up, a Participant is considered discharged from grant services if they have an unplanned absence of services for 30 days or more.

i. In these situations, an administrative discharge survey, which may be completed without the individual's participation, is permitted.

c. Individuals still enrolled at the close of the grant do not require a discharge survey.

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d. Complete discharge surveys within fifteen (15) days of discharge.

e. Any individual no longer receiving SOR funded services, per the requirements above, shall be discharged.

**4.5. Provision of outreach and engagement activities**

4.5.1. Enter Participant data every month into the RDA data entry portal as receiving an induction, starting September 30, 2023.

4.5.2. Use rates provided in Section 2, Deliverables Table.

4.5.2.1. MOUD inductions that do not meet SOR III enrollment requirements (marked by the collection of a GPRA intake survey);

4.5.3. Outreach activities conducted monthly and as evidenced through the DBHR monthly report include, but not limited to:

4.5.3.1. Community outreach and education activities

4.5.3.2. Stimulant use disorder referrals;

4.5.3.3. Referrals made post overdose, and

4.5.3.4. Other activities as approved by HCA Contract Manager and as evidenced through the DBHR monthly report.

**4.6. Rate Incentives for Participant Engagement.**

4.6.1. An individual is considered engaged in treatment if they have a Medicaid claim for MOUD in at least one (1) of the three (3) months after their induction month.

4.6.2. A maximum of $2,000 will be awarded for each month Contractor's engagement rate meets or exceeds the "Standard" (60 percent).

4.6.3. A maximum of $1,000 will be awarded for each month Contractor's engagement rate fails to meet or exceed the Standard but meets or exceeds the provider's historical rate.

4.6.4. A total maximum payment of $18,000 could be awarded and rates are determined by DSHS/RDA end of year report.

4.6.5. Historical rates are based on the average engagement rates of SOR clients inducted by the provider in the previous contract year; September 30, 2022 – September 29, 2023.

4.6.6. This measure will be based on clients who are enrolled in Medicaid after release.

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## 5. Deliverables Table

HCA Contract Manager may consider and approve requests to reallocate under-spent funds from one deliverable to another deliverable.

| # | Description | Due Date | Rate | Max Payment |
|---|---|---|---|---|
| 1 | Monthly reports | Within five (5) business days after receiving the SOR III Monthly Report from RDA | $ 19,871per report x 12 months | $238,452 |
| 2 | Enrollment of new Participants | | $1,500 per month X 10 Participants X 12 months | $180,000 |
| 3 | Outreach and engagement | | $9,500 per month X 12 months | $114,000 |
| 4 | Special Reports (2) | Report 1 - March 31, 2024<br>Report 2 - September 29, 2024 | $14,103 per report X 2 reports | $28,206 |
| 5 | ENGAGEMENT RATE INCENTIVE (September 2023 – May 2024) | | | |
| | 5a - Exceed standard 60% or | Based on report provided by RDA no later than September 29, 2024 | $2,000 per month X up to 9 months and/or | The sum of 5a's total and 5b's total |
| | 5b - Meet/exceed historical rate | | $1,000 per month X up to 9 months | Up to $18,000 |
| **Maximum Compensation, 09/30/2023-09/29/2024** | | | | **$578,658** |

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## ATTACHMENT 2: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES

I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Megan Fowler.**

a. *Source of Funds* **SOR III**: *This Contract is being funded partially or in full through Cooperative Contract number* ***H79T1085727****, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the federal Assistance Listing Number (ALN) 93.788 in the amount of $578,658. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract* ***K7291****.*

b. *Period of Availability of Funds* ***SOR III****: Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in* ***H79T1085727*** *unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.*

c. *Single Audit Act: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends $750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.*

d. *Modifications: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.*

1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
   i. Deviations from the budget and Project plan.
   ii. Change in scope or objective of the Contract.
   iii. Change in a key person specified in the Contract.
   iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
   v. Need for additional funding.
   vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
   vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.

e. *Sub-Contracting:* The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

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f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

g. *Unallowable Costs:* The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.

h. *Supplanting Compliance: SABG:* If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).

i. *Federal Compliance:* The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.

j. *Civil Rights and Non-Discrimination Obligations:* During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) http://www.hhs.gov/ocr/civilrights.

**HCA Federal Compliance Contact Information**

Washington State Health Care Authority

Post Office Box 42710

Olympia, Washington 98504-2710

II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Benton, County of dba Benton County Corrections Department**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

| | **OMB CIRCULAR** | | |
|---|---|---|---|
| **ENTITY TYPE** | **ADMINISTRATIVE REQUIREMENTS** | **COST PRINCIPLES** | **AUDIT REQUIREMENTS** |
| State. Local and Indian Tribal Governments and Governmental Hospitals | OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 | | |
| Non-Profit Organizations and Non-Profit Hospitals | | | |

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| | |
|---|---|
| Colleges or Universities and Affiliated Hospitals | |
| For-Profit Organizations | |

III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION :** The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
   i. The dangers of drug abuse in the workplace;
   ii. The contractor's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;

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3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
   i. Abide by the terms of the statement; and
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

**Legal Services Manager**
WA State Health Care Authority
PO Box 42700
Olympia, WA 98504-2700

c. **CERTIFICATION REGARDING LOBBYING:** Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

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Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**d. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

**e. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

**The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental**

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**health of the American people.**

## f. CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

**CONTRACTOR SIGNATURE REQUIRED**

| | |
|---|---|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: | TITLE: Chairman |
| PLEASE ALSO PRINT OR TYPE NAME:<br>Jerome Delvin, Chairman<br>Benton County Commissioner | |
| ORGANIZATION NAME: (if applicable)<br>Benton County, Washington | DATE: 1/23/2024 |

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# ATTACHMENT 3
## Federal Subaward Identification
## K7291

| | | |
|---|---|---|
| 1. | Federal Awarding Agency | Dept. of Health and Human Services<br>Substance Abuse and Mental Health Services Administration (SAMHSA) |
| 2. | Federal Award Identification Number (FAIN) | H79TI085727 |
| 3. | Federal Award Date | 09-23-2022 |
| 4. | Assistance Listing Number and Title | 93.788 Opioid STR (Opioid Response Grants) |
| 5. | Is the Award for Research and Development? | ☐ Yes ☒ No |
| 6. | Contact Information for HCA's Awarding Official | Keri Waterland, Assistant Director<br>WA State Health Care Authority<br>Division of Behavioral Health and Recovery<br>keri.waterland@hca.wa.gov |
| 7. | Subrecipient name (as it appears in SAM.gov) | Benton County Corrections Department |
| 8. | Subrecipient's Unique Entity Identifier (UEI) | HGN29NCPLDG56 |
| 9. | Subaward Project Description | Increasing availability of medication for treatment for Opioid Use Disorder |
| 10. | Primary Place of Performance | 99350-1300 |
| 11. | Subaward Period of Performance | 9/30/2023-9/29/2024 |
| 12. | Amount of Federal Funds Obligated by this Action | $578,658 |
| 13. | Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action | $578,658 |
| 14. | Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged) | De minimus (10%) |

This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact subrecipientmonitoring@hca.wa.gov.

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and** (2) $25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?

   ☒ YES ☐ NO

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ☐ YES ☒ NO

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## ATTACHMENT 4: SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) AWARD TERMS

By drawing or otherwise obtaining funds as a subawardee or contractor of a non-federal entity drawing or otherwise obtaining funds from SAMHSA, a branch of the United States Department of Health and Human Services (HHS), you agree to the following pass-through terms and conditions.

| Name | Language |
|---|---|
| Acceptance of the Terms of an Award | This Subaward is subject to the SAMHSA Fiscal Year 2021 – Award Standard Terms, included directly, or incorporated by reference on the Notice of Award (NoA) support the grant. |
| Non-Supplanting | Federal award funds must supplement, not supplant, nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.<br><br>Block grant funds (SABG and MHBG) will not be used to supplant state funding of alcohol and other drug prevention programs. See 45 CFR § 98.123 |
| Unallowable Costs | All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this subaward. |
| Marijuana Restrictions | Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana treatment using marijuana. Treatment in this context includes the treatment or opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. *See, e.g.,* 45 CFR 75.300(a); 21 USC 812(c)(10) and 841. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substances under the federal law. |
| Executive Pay | The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct |

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| Name | Language |
|---|---|
| | salary to Executive Level II of the Federal Executive Pay scale. Effective January 3, 2021, the salary limitation for Executive Level II is **$199,300**. |
| Promotional Items | SAMHSA grant funds may not be used for Promotional Items. Promotional Items include but are not limited to: Clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. |
| Acknowledgment of Federal Funding at Conferences and Meetings | When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement in all conference materials (including promotional materials, agenda, and internet sites):<br>*Funding for this conference was made possible 9in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsements by the U.S. Government.* |
| Rights in Data and Publications | As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR 75.322 and the HHS Grants Policy Statement.<br>HCA may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal Award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. |
| Mandatory Disclosures | Consistent with 45 CFR 75.113, Subrecipients must disclose, in a timely manner, in writing to HCA and the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to HCA and the HHS OIG at the following addresses:<br>U.S. Department of Health and Human Services<br>Office of Inspector General<br>ATTN: Mandatory Grant Disclosures, Intake Coordinator |

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| | 330 Independence Avenue, SW, Cohen Building Room 5527<br><br>Washington DC 20201<br><br>Fax: (202) 205-0604 (include "Mandatory Grant Disclosures" in subject line or email)<br><br>MandatoryGranteeDisclosures@oig.hhs.gov<br><br>Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 USC 3321) |
| Lobbying Restrictions | Per 45 CFR §75.215, Subrecipients are subject to the restrictions on lobbying as set forth in 45 CFR part 93.<br><br>U.S.C. > Title 18 > Part I > Chapter 93 > Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.<br><br>Violations of this section shall constitute as a violation of section 1352 (a) of Title 31. |
| Drug Free Workplace | The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing this Contract, you agree that the grantee will provide a drug-free workplace and will |

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| | comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR part 182; HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of NIH grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of part 382. |
| Trafficking Victims Protection Act of 2000 (22 USC 7104(G)), as amended, and 2 CFR Part 175 | The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.<br><br>SAMHSA or HCA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees: a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; b) Procure a commercial sex act during the period of time that the award is in effect; or, c) Use forced labor in the performance of the award or subawards under the award.<br><br>The text of the full award term is available at 2 C.F.R. § 175.15(b). See http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf |
| Confidentiality of Alcohol and Drug Abuse Patient Records | The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The Subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material. |
| Healthy People 2020 | Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework |

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| | for the forthcoming Healthy People 2020 process can be found online at: http://www.healthypeople.gov/ |
| Accessibility Provisions | Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.<br><br>The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html.<br><br>Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see- http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html.<br><br>Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at https://www.hhs.gov/civil- rights/index.html or call 1-800-368-1019 or TDD 1-800- 537-7697.<br><br>Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6. |
| Legislative Mandates | Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at https://www.congress.gov/bill/115th-congress/housebill/6157/text?Format=txt. |
| Ad Hoc Submissions | Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard |

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| | deliverables. This information may include, but is not limited to, the following:<br>• Payroll<br>• Purchase orders<br>• Contract documentation<br>• Proof of project implementation |

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## ATTACHMENT 5: SOR 2022 SPECIAL AWARD TERMS

1. Only U.S. Food and Drug Administration (FDA) – approved products that address opioid use disorder and/or opioid overdose can be purchased with Opioid SOR grant funds.

2. Medication for Opioid Use Disorder (MOUD) using one of the FDA-approved medications for the maintenance treatment of opioid use disorder. MOUD includes methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.

3. SOR grant funds must be used to fund prevention, harm reduction, treatment, and recovery support services and evidence-based practices that are appropriate for the population(s) of focus.

4. SOR funds shall not be utilized for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, (e.g., HHS, CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA), and non-federal funds, third party insurance, and sliding scale self-pay among others.

5. SOR funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.

6. Recipients must implement prevention and education services including training of peers, first responders, and other key community sectors on recognition of opioid overdose and appropriate use of the opioid overdose antidote naloxone, developing evidence-based community prevention efforts such as strategic messaging on the consequences of opioid and stimulant misuse, implementing school-based prevention programs and outreach, and purchasing and distributing opioid overdose antidote reversal naloxone, based on the naloxone distribution and saturation plan, and train on its use.

7. Recipients are expected to report client level data into SAMHSA's Performance Accountability and Reporting System (SPARS) in the required timelines set forth in the NOFO. Recipients are expected to report program-level data on a quarterly basis in SPARS. Grantees are also required to comply with all additional data collection requirements of the grant. Grantees shall fully participate in any SAMHSA-sponsored evaluation of the SOR grant program. The submission of these data in the form required by SAMHSA is a requirement of funding. Noncompliance with this requirement may result in restricted access to funding for this year or limited or no access to funding in the future grant year.

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8. Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

9. Procurement of DATA waiver training is not allowable use of SOR funds as this training is offered free of charge from SAMHSA at pcssnow.org. No funding may be used to procure DATA waiver training by recipients or subrecipients of SOR funding.

10. SOR funds shall not be utilized to provide incentives to any Health Care Professional for receipt of a Data Waiver or any type of Professional Development Training.

11. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder and stimulant use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

12. SAMHSA recipients must also comply with SAMHSA's standard funding restrictions, which are included in Appendix G (Standard Funding Restrictions) in the Notice of Funding Opportunity.

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## ATTACHMENT 6: DEFINITIONS SPECIFIC TO SOR 2022 SPECIAL AWARD TERMS

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

1. "ADAI" means the University of Washington's Addictions Drug & Alcohol Institute, and its employees and authorized agents.

2. "Agonist" means an FDA-approved opioid agonist medication (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the maintenance treatment of opioid use disorder.

3. "Antagonist" means the FDA-approved opioid antagonist medication (e.g., naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

4. "ASAM" means the American Society of Addiction Medicine.

5. "Care Navigator" means the position responsible to provide support to and work collaboratively with the Care Manager. In addition, the Care Navigator will work closely and collaboratively with staff at each MOUD Treatment Site/Provider(s) to coordinate patient care, keep the patient engaged with services, address issues related to relapse, and communicate together on patient needs. Duties also include conducting screenings, scheduling appointments, following up on missed appointments, medication diversion control, grant data recordkeeping and reporting, and making referrals to the appropriate MOUD Treatment Site/Provider(s). The Care Navigator can be a licensed or credentialed Substance Use Disorder Professional (SUDP) or Substance Use Disorder Professional Trainee (SUDPT), behavioral healthcare worker, social worker, primary healthcare worker, or other staff depending on the personnel needs of the Initiation Site

6. "Cognitive Behavioral Therapy" or "CBT" means an evidence-based treatment that has been demonstrated to be effective for a range of issues including depression, anxiety disorders, alcohol and substance use disorder, marital problems, eating disorders and severe mental illness.

7. "Data Collector Coordinator" means the person responsible for managing all data collection activities and also serves as the liaison between the OTN and the Project Evaluators (RDA). The Coordinator must become competent in all aspects of GPRA data collection (intake, and six-month follow ups and discharge) required for this project (including completion of SAMHSA GRPA training and project data collection systems) and be available and responsive to Project Evaluators (RDA).

8. "DBHR" means the HCA Division of Behavioral Health and Recovery, and its employees and authorized agents.

9. "DEI" means diversity, equity, and inclusion.

10. "Department of Health" or "DOH" means a state agency who works with others to protect and improve the health of all people in Washington State. DOH programs and services help prevent illness and injury, promote healthy places to live and work, provide

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information to help people make good health decisions and ensure that Washington State is prepared for emergencies.

11. *"Diagnostic and Statistical Manual of Mental Disorders"* or "*DSM–5*" means the product of more than 10 years of effort by hundreds of international experts in all aspects of mental health. Their dedication and hard work have yielded an authoritative volume that defines and classifies mental disorders in order to improve diagnoses, treatment, and research.

12. "DSHS" means the Washington State Department of Social and Health Services, and its employees and authorized agents.

13. "Engagement Measure" means the percentage of individuals receiving any MOUD within 3 months following their OTN induction month. It will be limited to individuals receiving publicly-funded (i.e. Medicaid) MOUD.

14. "Evidence-based Practice" or "EBP" means a prevention or treatment service or practice that has been validated by some form of documented research evidence and is appropriate for use with individuals with an opioid use disorder.

15. "Electronic Health Records" or "EHR" means a certified electronic health record system that has been tested and certified by an approved Office of National Coordinator for Health Information Technology's (ONC) certifying body.

16. "FDA" means the U.S. Food and Drug Administration.

17. "GPRA" means Government Performance Results and Modernization Act. Grantees must comply with the GPRA Modernization Act of 2010.

18. "HCA" means the Washington State Health Care Authority and its employees and authorized agents.

19. "Human Immunodeficiency Virus" or "HIV" means the virus that may causes AIDS.

20. "Induct" means the medically monitored initiation of treatment medication when a person with an opioid use disorder has abstained from using opioids for the appropriate amount of time in order to tolerate the utilization of MOUD.

21. "Initiation Site Prescriber" or "Waivered Prescriber" means a physician, physician's assistant (PA), or nurse practitioner (NP) that has obtained and maintained a current DATA 2000 Waiver to prescribe buprenorphine and other medications. A prescriber will also inform individuals regarding the risks and benefits of MOUD, allow for shared-decision making and address other presenting medical needs either directly or by referral.

22. "Integrated Care" means the organized delivery and/or coordination of medical, behavioral or social and recovery support services provided for individuals.

23. "Local MOUD (formerly MAT) Treatment Site" means a facility that will provide Opioid Use Disorder (OUD) treatment medications, behavioral health treatment and/or primary healthcare services, and/or wrap-around services, and referrals. MOUD Treatment

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Site/Provider(s) may be federally qualified health center (FQHC), opioid treatment program, outpatient substance use disorder treatment facility, mental health clinic, or integrated behavioral health clinic.

24. "Low barrier" means increase access to treatment for people with SUD and/or OUD by creating programs that are patient focused and eliminate as many barriers as possible including availability, cost, and stigma

25. "Medication Assisted Treatment" or "MAT" (now MOUD) means the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the treatment of opioid use disorder and the use of opioid antagonist medication (e.g. naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

26. "Medication for Opioid Use Disorder" or "MOUD" means the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the maintenance treatment of opioid use disorder and the use of opioid antagonist medication (e.g., naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

27. "Motivational Interviewing" or "MI" means an evidence-based practice with a focus on resolving ambivalence and centers on motivational processes within the individual that facilitate positive change.

28. "Nurse Care Manager" means the nurse or other employee at the Initiation Site who is responsible for providing medical support to the prescribing physician or other waivered prescribers. Duties of the Care Manager include, but are not limited to patient screening, MOUD education, assisting with MOUD inductions, taking vital signs, drug testing, lab work, medical assessments, charting, care planning, stabilization, maintenance, ongoing coordination of follow-up care, relapse prevention, support for patient self-management, and observation of the patient.

29. "OTN" means an Opioid Treatment Network that includes an Initiation Site and Local MOUD Treatment Site/Provider(s).

30. "Opioid Use Disorder" or OUD is defined by a pattern of problematic use of opioids, whether prescription painkillers, or heroin, or other illicit synthetic opioids. Practitioners use criteria from the Diagnostic and Statistical Manual of Mental Disorders 5 (DSM 5) to diagnose opioid use disorder.

31. "Prescriber/Administrator" means the position responsible for developing, administering, and overseeing the program and ongoing performance of the OTN. Initiation Sites may use funding to provide oversight and management to an administrator if more appropriate, depending on the business needs of the OTN.

32. "Prescription Monitoring Drug Program" or "PMDP" means a law that the Washington State Legislature passed in 2007 requiring the Department of Health to create a prescription monitoring program. The law directs the Department to design the program to improve healthcare quality and effectiveness by: Reducing abuse of controlled

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substances, reducing duplicative prescribing and overprescribing; and improving prescribing practices.

33. "Report" or "Monthly Report" means and refers to a report that the Contractor will complete and submit to DBHR on a monthly basis prior to monthly reimbursement.

34. "RDA" means the Department of Social and Health Services, Research and Data Analysis Division, to whom the Contractor will send required patient and program data through a secure data file transfer.

35. "SAMHSA" means the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, and its employees and authorized agents.

36. "Stimulate Use Disorder" means a pattern of amphetamine-type substance, cocaine, or other stimulant use leading to clinically significant impairment or distress (DSM-5).

37. "Substance Use Disorder Professional" or "SUDP" means an individual certified in substance use disorder counseling by the Washington Department of Health Licensing.

38. "Substance Use Disorder Professional Trainee" or "SUDPT" means an individual who is in training to become a certified SUDP and is under supervision by a certified SUDP.

39. "SUD" means substance use disorder. Practitioners use criteria from the Diagnostic and Statistical Manual of Mental Disorders 5 (DSM-5).

40. "Sustainability Plan" means a roadmap for achieving long-term stability and maintenance through documentation of strategies allowing for the program, activities and partnerships to continue.

41. "Viral Hepatitis" means is an infection that causes liver inflammation and damage.

42. "Warm hand-off" means a transfer of care between two members of the health care team, where the handoff occurs in front of the patient explaining why the other team member can better address a specific issue with the patient and emphasizing the other team member's competence.

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## ATTACHMENT 7: SAMHSA HARM REDUCTION GUIDELINES

The following harm reduction services/supplies are allowable costs that may be covered with SOR funds:

| Harm Reduction Services | Harm Reduction Supplies |
|---|---|
| • Overdose reversal education and training services<br>• Navigation services to ensure linkage to HIV and viral hepatitis prevention, testing, treatment and care services, including antiretroviral therapy for HCV and HIV, pre-exposure prophylaxis (PrEP), post-exposure prophylaxis (PEP), prevention of mother to child transmission and partner services<br>• Referral to hepatitis A and hepatitis B vaccinations to reduce risk of viral hepatitis infection<br>• Provision of education on HIV and viral hepatitis prevention, testing, and referral to treatment services<br>• Provision of information on local resources and/or referrals for PrEP | • Overdose reversal supplies, including the purchase of naloxone kits (this may include syringes for the purpose of administering injectable naloxone only)<br>• Substance test kits, including fentanyl test strips<br>• Safer sex kits, including condoms<br>• Sharps disposal and medication disposal kits<br>• Wound care supplies<br>• Medication lock boxes<br>• Supplies to promote sterile injection and reduce infectious disease transmission through injection drug use, exclusive of sterile needles, syringes, and other drug paraphernalia*<br>• Safer smoking kits to reduce infectious disease transmission, excluding pipes/pipettes and other drug paraphernalia**<br>• FDA-approved home testing kits for viral hepatitis (i.e., HBV and HCV) and HIV<br>• Written educational materials on safer injection practices and HIV and viral hepatitis and prevention, testing, treatment, and care services<br>• Distribution mechanisms (e.g., bags for naloxone or safer sex kits, metal boxes/containers for holding naloxone) for harm reduction supplies, including stock as otherwise described and delineated on this list |

**The Harm Reduction grant program is authorized under Section 2706 of the American Rescue Plan Act (ARPA) of 2021, which is not subject to the same syringe funding restrictions as other federal grants. Syringes to prevent and control the spread of infectious diseases are allowed for purchase with grant funds authorized by ARPA for SAMHSA Harm Reduction programs.*

***No federal funding is used directly or through subsequent reimbursement of grantees to purchase pipes in safer smoking kits. Grants include explicit prohibitions of federal funds to be used to purchase drug paraphernalia.*

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### National Harm Reduction Technical Assistance (TA) Center

SAMHSA is also collaborating with CDC on their National Harm Reduction Technical Assistance Center to provide a comprehensive approach to harm reduction through syringe services programs (SSPs) and to improve access to prevention and intervention services to prevent infectious disease consequences of drug use. Going beyond education and technical assistance efforts related to needle exchange, SAMHSA's support of CDC's existing National Harm Reduction Technical Assistance (TA) Center will enable the Center to also address also a variety of other individual and community factors related to harm reduction, such as, for example, naloxone distribution and administration, safer sex kits, HIV and viral hepatitis testing, COVID-19 response, community stigma, and opportunities for collaboration between harm reduction and other community efforts (e.g., peer-delivered recovery support efforts). Through the collaboration with SAMHSA, the TA Center will support efforts to expand capacity, increase effectiveness, and strengthen the performance and accountability of harm reduction services. This will be done within a comprehensive prevention strategy at the state and community levels and will provide technical assistance and consultation services to support implementation of effective, evidence-based harm reduction programs, practices, and policies in diverse settings.

### Additional Resources

- Department of Health and Human Services: Overdose Prevention Strategy
- The Biden-Harris Administration's Statement of Drug Policy Priorities for Year One (PDF | 335 KB)
- National Harm Reduction Technical Assistance Center

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# ATTACHMENT 8
## Culturally and Linguistically Appropriate Services (CLAS)

1. The Contractor shall participate in and cooperate with HCA efforts to promote the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care (https://thinkculturalhealth.hhs.gov/clas ). The Contractor will provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

2. At a minimum, the Contractor shall:

    a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis. (CLAS Standard 4);

    b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services. (CLAS Standard 5);

    c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally, and in writing. (CLAS Standard 6);

    d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided. (CLAS Standard 7);

    e. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area. (CLAS Standard 8);

    f. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations. (CLAS Standard 9);

    g. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery. (CLAS Standard 11); and

    h. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflict or complaints. (CLAS Standard 14).

3. The Contractor shall pass these requirements onto any subcontractor utilizing federal grant funds.

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# ATTACHMENT 9
## Standard of Care for MOUD in Jails Program

1. **Purpose.** To provide medication for opioid use disorder (MOUD) in jails to incarcerated individuals who present with an opioid use disorder (OUD). To support a full MOUD program which includes the following: an OUD assessment, discussion of MOUD options between the incarcerated individual and provider, initiation prior to the onset of withdrawal or continuation of MOUD, release and reentry planning to include connection with continued treatment, same day release appointment when possible or MOUD to bridge patient until next appointment and naloxone upon release. Reentry planning may also include assisting the incarcerated individual with sign-up of Medicaid, reestablishing Medicaid and connection with the Managed Care Organizations (MCOs).

   Health Equity - This project also intends to address inequities in OUD treatment and recovery services by providing medically necessary treatment for opioid use disorder to incarcerated individuals. MOUD in jails programs should understand cultural barriers and provide culturally appropriate services and recognize the need for inclusion of people with lived experiences in the development of the MOUD in jails programs. Additionally, this project intends to identify stigma and educate staff to ensure ongoing collaboration and openness to change.

2. **Performance Work Statement.** The Contractor shall ensure funds are responsibly used towards the MOUD program in the jail/jails and provide the core components or a progressive plan to achieve the core components which include:

   a. FDA approved medication for opioid use disorder (MOUD) must be available and offered to all incarcerated individuals who present with OUD at intake. Individuals with OUD may decline MOUD at any time, but ongoing discussions on MOUD may be offered.

   b. Methadone, buprenorphine, naltrexone should all be offered unless: (a) an opioid treatment program (OTP) is not within reasonable driving distance from the jail, in which case the jail is not required to offer methadone as an option; or (b) there is no available buprenorphine provider in the community to which the patient will likely release, in which case the jail is not required to offer buprenorphine as an option. Naltrexone may be provided in oral formulation while the patient is incarcerated, but injectable long-acting naltrexone must be offered as an option prior to release.

   c. MOUD must be continued for those who are already taking MOUD upon entering the facility. MOUD is continued using the same medication, at the same dose unless ordered otherwise by the prescriber based on clinical need (documented in the patient's medical record) with the exception of injectable long-acting naltrexone which may be converted to an equivalent oral dose until just prior to release and the injectable form is restarted. Methadone may be transitioned to buprenorphine if the jail is not a licensed opioid treatment program (OTP) and the

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nearest OTP is not within reasonable driving distance from the jail. The presence of other illicit or controlled substances should not result in discontinuation of MOUD (consistent with the 2020 ASAM National Practice Guideline for the Treatment of Opioid Use Disorder).

d. Assessing for risk of acute withdrawal must be done upon intake. Assessing for opioid use disorder (OUD) absent a risk of acute withdrawal must also be done, but it may be done after intake, as long as the delay does not impair the ability to begin treatment prior to release. The incarcerated individual must be educated on treatment choices and the process for continuation of access to MOUD, during incarceration, and upon release. (See resources for validated tool suggestions.)

e. Individuals entering the facility who are physically dependent on opioids, must be offered MOUD treatment; withdrawal (including withdrawal using buprenorphine or methadone) is not acceptable unless the patient provides an informed refusal of treatment or the patient elects MOUD treatment with naltrexone, in which case withdrawal is clinically required. Use of other medications (clonidine, anti-emetics, anti-diarrheas, analgesics) may be used as adjuncts or may be used in place of opioid agonist or partial agonist if the individual so chooses, but they may not be the only withdrawal treatment available.

f. Methadone and buprenorphine must be administered daily or more frequently. Alternate-day ("Balloon") dosing of buprenorphine may be used in rare cases based on a clinical need, the decision for which is arrived at jointly between the healthcare provider and patient and is well-documented in the patient's medical record.

g. Release planning and reentry coordination completed as soon as possible to ensure an effective plan is in place prior to release or in the event of an unexpected release of an incarcerated individual who needs continued treatment and services.

h. Provide at least 2 doses of naloxone and naloxone administration training to all incarcerated individuals with OUD upon release.

i. Schedule the first community appointment with a treatment facility.

j. Provide to the individual upon their release, and at no cost to the individual, a MOUD prescription for 7 days of the same bridging medication the individual is prescribed while in custody. This prescription requirement does not apply to individuals treated with injectable MOUD. Individuals released during the jail's normal business hours may request transportation by jail staff to a scheduled follow-up appointment made prior to the individual's release.

k. Ensure policies and procedures are in place to mitigate medication diversion.

Ideal Option

**Exhibit E**

**QUALIFIED SERVICE ORGANIZATION/ BUSINESS ASSOCIATE AGREEMENT**

WHEREAS, Covered Entity is subject to the "HIPAA Rules," which for purposes of this Agreement shall include the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended and federal regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 ("Part 2");

WHEREAS, Business Associate in the course of providing services to Covered Entity may create, receive, maintain or transmit Protected Health Information ("PHI"), as that term is defined in the HIPAA rules, or any information that would identify or otherwise relate to a patient at Covered Entity.

THE PARTIES THEREFORE AGREE TO THE FOLLOWING:

1. Definitions

(a) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms as defined in the HIPAA Rules and Part 2. The parties recognize that electronic PHI is a subset of PHI and all references to PHI in this Agreement shall include electronic PHI.

2. Obligations and Activities of Business Associate

(a) Business Associate acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from Covered Entity, it is fully bound by the regulations of Part 2.

(b) Business Associate agrees it will, if necessary, resist in judicial proceedings any efforts to obtain access to patient records except as permitted by Part 2.

(c) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate may use and disclose PHI only if its use or disclosure is in compliance

with each applicable requirement of 45 CFR 164.504(e).

(d) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI and to comply with the HIPAA Security Rule [Subpart C of 45 CFR Part 164].

(e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(f) Within five (5) calendar days of Business Associate first becoming aware of an unauthorized use or disclosure of PHI, including a Security Incident, Business Associate agrees to notify the Covered Entity. Within fifteen (15) calendar days following the notification required above, Business Associate must provide a written report to the Covered Entity that shall include the following: (i) documentation of the specifics surrounding the incident and brief description of what happened, including the description of the unauthorized person(s) who accessed or acquired unsecured PHI and whether such persons actually acquired or viewed the PHI; (ii) description of the investigation that the Business Associate undertook and the findings to date; (iii) date of incident; (iv) name of individuals affected; (v) description of the types of unsecured PHI that were involved in the incident; (vi) any recommended steps that the individuals should take to protect themselves from harm; (vii) what mitigation efforts were implemented to lessen the harm to individuals; and (viii) what processes have been implemented to prevent the incident from happening in the future, including reasonable and appropriate safeguards.

(g) Business Associate agrees that any re-disclosure of patient identifying information, even to an agent or subcontractor of Business Associate, remains strictly prohibited by Part 2, unless Business Associate obtains written patient consent.

(h) Within fifteen (15) calendar days of receiving a written request from Covered Entity, Business Associate agrees to provide access to PHI in a Designated Record Set as necessary to allow Covered Entity to meet the requirements under 45 CFR 164.524. In the event any individual requests access to PHI directly from Business Associate, Business Associate shall forward such a request to the Covered Entity within five (5) calendar days.

(i) Within fifteen (15) calendar days of receiving a written request from Covered Entity, Business Associate agrees to make requested PHI available to the Covered Entity for amendment and incorporate any amendment(s) to PHI that the Covered Entity directs as necessary for compliance with 45 CFR 164.526 to the extent that the Business Associate possesses the Designated Record Set.

(j) Business Associate and/or its contractors and subcontractors agree to make their policies, procedures, documentation required by the HIPAA Rules,

internal practices, books, and records relating to the use and disclosure of PHI created, received or maintained by Business Associate and/or its contractors and subcontractors on behalf of Covered Entity available to the Covered Entity or, at the request of the Covered Entity, to the Secretary of Health and Human Services within a reasonable time of such request for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(k) If Business Associate is required to make a disclosure of PHI in its possession for a legal reason in accordance with Part 2 or the HIPAA Rules, it will track such a disclosure and within fifteen (15) calendar days shall provide all required information to Covered Entity that would be necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. At a minimum, Business Associate shall provide the Covered Entity with the following information: (i) date of disclosure, (ii) name of the individual or entity who received the PHI, and if known, the address of such individual or entity; (iii) brief description of PHI disclosed; and (iv) brief statement of the purpose of such disclosure that includes an explanation of the basis for such disclosure, including any documentation that may support the reason for disclosure. Business Associate shall implement an appropriate record keeping process to enable it to comply with the requirements of this subparagraph. In the event the request for an accounting is delivered directly to the Business Associate, Business Associate shall forward the request to the Covered Entity within five (5) calendar days.

(l) Business Associate agrees that it will use or disclose only the minimal amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request consistent with the requirements applicable to Business Associate under 45 CFR 164.5020).

(m) To the extent that Business Associate is to carry out an obligation of the Covered Entity under the Part 2 or HIPAA Rules, Business Associate shall comply with the requirements of Part 2 or the HIPAA Rules that apply to the Covered Entity in the performance of such obligation.

3. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this Agreement and Part 2, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as requested by Covered Entity provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

4. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose his/her PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Except as otherwise permitted by this Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Part 2 and the HIPAA Rules if done by Covered Entity.

6. Term and Termination

(a) Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Agreement for any reason, Business Associate shall return all PHI to the Covered Entity or destroy all PHI in a manner consistent with the Covered Entity's requirements. This obligation applies to any and all PHI created, received, or maintained in any form by the Business Associate and/or its subcontractors on behalf of the Covered Entity. This provision shall survive the expiration or termination of this Agreement and any Underlying Agreement between the Parties.

(b) Continued Safeguard of Information. Depending on the nature of Business Associate's services provided to the Covered Entity, the Covered Entity may determine that immediate return or destruction of the information is infeasible, or Business Associate requires the retention of certain PHI for its continued proper management and administration or to carry out its legal responsibilities. In such an event, Business Associate will extend the safeguards and protections required by this Agreement for as long as the information is maintained and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. When the information is no longer needed by Business Associate, the information will be returned or destroyed in accordance with this Agreement. This provision shall survive termination of the Underlying Agreement and this Agreement.

7. Miscellaneous

(a) No Third-Party Beneficiary Rights. Nothing express or implied in this Agreement is intended to give, nor shall anything herein give any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

(b) Regulatory References. A reference in this Agreement to a section in Part 2 or the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(c) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with Part 2 and the HIPAA Rules.

(d) Injunctive Relief. Business Associate acknowledges that its unauthorized use or disclosure of PHI or information protected under Part 2 while performing services on behalf of the Covered Entity pursuant to this Agreement would cause irreparable harm to Covered Entity and, in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages, including injunctive relief.

(e) Independent Contractors. Business Associate and Covered Entity agree that the relationship between them based on the services provided pursuant to the Underlying Agreement is solely that of independent contractors and nothing in this Agreement is intended to create a partnership, agency or joint venture relationship between the Parties.

(f) No Ownership. Under no circumstances shall Business Associate be deemed to be the owner of any PHI created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

(g) Amendment. In the event that Part 2 or the HIPAA Rules are materially amended or change the obligations of the Parties to this Agreement, the Parties agree to make good faith efforts to appropriately amend this Agreement in a timely fashion in order to give effect to the revised legal obligation. Business Associate's failure to agree to any amendment deemed necessary by Covered Entity to comply with future modifications or amendments to Part 2 or the HIPAA Rules shall constitute a material breach of this Agreement.

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 2/13/2024 |
| **Subject:** | Amendment I to Corrections Supervisors 2023-2025 Collective Bargaining Agreement (CBA) |
| **Presenter:** | |
| **Prepared By:** | C Nave |
| **Reviewed By:** | E Wyant, J Aultman |

**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 Corrections Supervisors unit has agreed to amend the CBA to align with the Benton County Personnel Policies and Procedures for Elected Officials and Non-Bargaining Employees regarding Jury Pay, as adopted by the Board on January 9, 2024.

## Fiscal Impact

Minimal - no supplement required.

## Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and Amendment I to the 2023-2025 Agreement between Benton County and Teamsters 760, representing Correctional Corporals and Sergeants.

## Suggested Motion

Approve as part of the consent agenda.

cc: HR, Auditor, PA, Corrections

Prepared by: C Nave

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF AMENDMENT I TO THE 2023-2025 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL 760, REPRESENTING CORRECTIONAL CORPORALS AND SERGEANTS**

**WHEREAS**, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local 760, representing Correctional Corporals and Sergeants, for Amendment I to the 2023-2025 Collective Bargaining Agreement; **NOW THEREFORE**,

**BE IT RESOLVED,** the Benton County Commissioners approve Amendment I to the 2023-2025 Collective Bargaining Agreement between Benton County and Teamsters Local 760, representing Correctional Corporals and Sergeants as negotiated and are authorized to sign the same.

Dated this_____ day of _____, 2024.

_____

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, PA, Corrections

Prepared by: C Nave

**AMENDMENT I**
**to**

**2023 – 2025 AGREEMENT**
**Between**
**BENTON COUNTY**
**And**
**TEAMSTERS LOCAL NO. 760**

**Representing CORRECTIONS DEPARTMENT CORRECTIONAL CORPORALS AND SERGEANTS**

Benton County (Employer) and Teamsters Local Union No. 760 (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2023, through December 31, 2025, as follows:

1. Section 18.2 is hereby amended to read:

   18.2 Any necessary leave may be allowed by the Chief of Corrections or designee to permit an employee to serve as a member of a jury. Employees will receive their full regular pay during the term of approved jury service. ~~Each employee who is granted such leave and who, for the performance of the civil duties involved receives any compensation, shall be paid by the Employer for the time the employee is absent only in the amount of the difference between the employee's regular pay and the compensation so received.~~ An employee receiving a summons to report for jury duty shall notify the Chief of Corrections or designee of such action within three ~~(3)~~ calendar days of service of the summons. The Chief of Corrections or designee reserves the right to contact the court involved and to seek relief from such summons. Employees working day shift shall report to work during all hours they are released from jury duty. If less than two ~~(2)~~ hours remain from the time of release to the end of the employee's regular shift, the employee will be excused from work for the remainder of the employee's shift. For employees working a night shift, the shift following jury duty will be excused. For this excused time off work, the employee will be paid their regular pay.~~, less the amount of jury pay if applicable, as indicated above.~~

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

3. This Amendment is effective upon signature by all parties.

**IN WITNESS WHEREOF**, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

**BENTON COUNTY BOARD OF COMMISSIONERS**

_____
Chair

_____
Commissioner

_____
Commissioner

Attest:

_____
Clerk to the Board
Date: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney
Date: 2/1/2024

**TEAMSTERS LOCAL UNION NO. 760**

_____
Richard A. Salinas, Secretary-Treasurer
Date: 1.30.24

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | February 13, 2024 |
| **Subject:** | Authorizing the Renewal of a Thirty-Six Month Microsoft Enterprise Agreement for Licensing Microsoft Software from SHI International Corp. |
| **Presenter:** | |
| **Prepared By:** | Robert Heard |
| **Reviewed By:** | Procurement |

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

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

## Summary / Background Information

On February 9, 2021, the Board signed Resolution 2021-142 authorizing the Information Technology (IT) Manager to sign an enterprise agreement with Microsoft for software from SHI International Corp, Somerset NJ. Upon signature, Benton County entered a three-year contractual payment amount of $294,119.10 excluding Washington State Sales Tax. All payments for this agreement have been set aside in Information Technology Department's Board approved 2023-2024 Budget.

The County's current three-year Microsoft Enterprise Agreement is set to expire on February 29, 2024. Information Technology has been working with SHI and Microsoft to review the County's current and future needs. New to this Microsoft Enterprise Agreement is licensing for Defender for EndPoint Server which adds virus, malware, and advances threat protection to the County's server infrastructure. This license used to be included with Defender for Endpoint, per user license which is now covered by a combination of Defender O365 P1 and Win G5 Step-up Win G3 licensing. IT has added Defender for Endpoint for every County user licensed in Office 365. In 2020, the State purchased Defender for Endpoint for every County in Washington State during the 2020 General Election due to the State's battle with cyber security threats. Over the past three years, Microsoft's Defender for Endpoint has provided the County with valuable services and tools that empower IT's ability to monitor, analyze, identify, and remediate cyber threats.

The County's Microsoft Enterprise Agreement is being purchased from SHI International Corp. under Washington State Master Subcontract No. 05116, NASPO ValuePoint Cloud Solutions 2019-2026 Master Agreement No. AR2488. When renewing the County's Microsoft Enterprise Agreement and upon payment, SHI International Corp. requires the County to sign additional timely Microsoft renewal documents as required by the Washington State Master Subcontract No. 05116, NASPO ValuPoint Cloud Solutions 2019-2026 Master Agreement No. AR22488.

## Fiscal Impact

**Amount:** **$349,353.80 excluding WSST.**

**Fund:** **Information Technology Department approved 2023-2024 funds.**

## Recommendation

The Information Technology Manager recommends that the Board approves the renewal of a thirty-six month Microsoft Enterprise Agreement for licensing Microsoft software starting March 1, 2024 and ending February 28, 2027 in an amount not to exceed $349,353.80 excluding Washington State Sales Tax.

In addition to approving the thirty-six month agreement, the Information Technology Manager is asking permission to sign additional Microsoft Enterprise Agreements per Washington State Master Subcontract No. 05116, NASPO ValuPoint Cloud Solutions 2019-2026 Master Agreement No. AR22488.

## Suggested Motion

Consent Agenda as presented.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF AUTHORIZING THE RENEWAL OF A THIRTY-SIX MONTH MICROSOFT ENTERPRISE AGREEMENT FOR LICENSING MICROSOFT SOFTWARE FROM SHI INTERNATIONAL CORP.**

**WHEREAS,** on February 9, 2021, per Resolution 2021-142 the Board authorized the Information Technology Manager to sign a thirty-six month Microsoft Enterprise Agreement for licensing software from SHI International Corp, Somerset, NJ; and

**WHEREAS,** the County's current Microsoft software agreement expires February 29, 2024 that provides essential software licensing for Benton County; and

**WHEREAS,** Information Technology Manager recommends keeping Microsoft software licenses current and up to date is in the best interest of Benton County; and

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

**WHEREAS,** SHI International Corp. is an authorized Microsoft licensing reseller under Washington State Master Contract No. 05116, NASPO ValuePoint Cloud Solutions 2019-2026 Master Agreement No. AR2488; and

**WHEREAS,** SHI International Corp. has submitted a three-year quote to renew the County's Microsoft Enterprise Agreement for licensing Microsoft software; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology Manager's recommendation and authorizes the renewal of a thirty-six month Microsoft Enterprise Agreement for licensing Microsoft software in an amount not to exceed $349,353.80 excluding Washington State Sales Tax from SHI International Corp. using budgeted Central Services 2023-2024 approved budget; and

**BE IT FURTHER RESOLVED,** the Board authorizes the Information Technology Manager to sign Microsoft renewal documents from SHI International Corp.; and

Orig: Information Technology R.Heard
cc: Auditor,

**BE IT FURTHER RESOLVED,** upon payment, the attached Microsoft software licensing term from SHI International Corp. will start March 1, 2024 and will remain in force until February 28, 2027.

**Dated this ___ day of _____, 20__**

**Chairman of the Board**

**Chairman Pro Tem**

**Commissioner**

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

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

Orig: Information Technology R.Heard
cc: Auditor,

Pricing Proposal
Quotation #: 24436092
Reference #: EA# Renewal
Created On: 1/30/2024
Valid Until: 2/29/2024

## WA-County of Benton

**Robert Heard**
620 Market St
PO Box 608
Prosser, WA 99350
United States
Phone:
Fax:
Email: Robert.Heard@co.benton.wa.us

## Inside Account Manager

**Michaela Knoblock**
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-652-6427
Fax: 732-652-3004
Email: michaela_knoblock@shi.com

All Prices are in US Dollar (USD)

| | Product | Qty | Your Price | Total |
|---|---|---|---|---|
| 1 | Azure Pre Payment<br>Microsoft - Part#: 6QK-00001<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 1 | $1,243.52 | $1,243.52 |
| 2 | CIS Suite Datacenter Core ALng SA 2L<br>Microsoft - Part#: 9GS-00135<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 8 | $170.11 | $1,360.88 |
| 3 | D365 Customer Service GCC Sub Per User<br>Microsoft - Part#: NVG-00005<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 1 | $1,039.59 | $1,039.59 |
| 4 | Power Automate Premium GCC Sub Per User<br>Microsoft - Part#: 1O5-00001<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – | 1 | $164.15 | $164.15 |
| 5 | Defender O365 P1 GCC Sub Per User<br>Microsoft - Part#: 3GU-00001<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 745 | $18.65 | $13,894.25 |
| 6 | M365 G3 Unified FSA GCC Sub Per User<br>Microsoft - Part#: AAD-34700 | 715 | $334.88 | $239,439.20 |

| | | | | |
|---|---|---|---|---|
| | Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | | | |
| 7 | O365 G1 GCC Sub Per User<br>Microsoft - Part#: U4S-00002<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 30 | $95.13 | $2,853.90 |
| 8 | Project P1 GCC Sub Per User<br>Microsoft - Part#: PF1-00002<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 7 | $93.02 | $651.14 |
| 9 | Project P3 GCC Sub Per User<br>Microsoft - Part#: 7MS-00001<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 8 | $279.05 | $2,232.40 |
| 10 | SQL Server Standard ALng SA<br>Microsoft - Part#: 228-04433<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 3 | $165.26 | $495.78 |
| 11 | SQL Server Standard Core ALng SA 2L<br>Microsoft - Part#: 7NQ-00292<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 36 | $660.06 | $23,762.16 |
| 12 | System Center Standard Core ALng SA 2L<br>Microsoft - Part#: 9EN-00198<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 8 | $18.40 | $147.20 |
| 13 | Visio P2 GCC Sub Per User<br>Microsoft - Part#: P3U-00001<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 4 | $139.52 | $558.08 |
| 14 | Win G5 Step-up Win G3 GCC<br>Microsoft - Part#: AAF-21855<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 745 | $54.96 | $40,945.20 |
| 15 | Win Remote Desktop Services CAL ALng SA UCAL | 25 | $24.25 | $606.25 |

| | | | | |
|---|---|---|---|---|
| | Microsoft - Part#: 6VC-01254<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | | | |
| 16 | Win Server DC Core ALng SA 2L<br>Microsoft - Part#: 9EA-00278<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 56 | $128.83 | $7,214.48 |
| 17 | Win Server Standard Core ALng SA 2L<br>Microsoft - Part#: 9EM-00270<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 186 | $19.77 | $3,677.22 |
| 18 | Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5<br>Microsoft - Part#: LML-00001<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 700 | $0.00 | $0.00 |
| 19 | Defender Endpoint Server GCC Sub<br>Microsoft - Part#: 7JI-00001<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2024 – 2/28/2025 | 165 | $54.96 | $9,068.40 |

| | |
|---|---|
| Subtotal | $349,353.80 |
| *Tax | $30,393.78 |
| Total | $379,747.58 |

*Tax is estimated. Invoice will include the full and final tax due.

**Additional Comments**

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

**PARTICIPATING ADDENDUM**
**NASPO ValuePoint**

**CLOUD SOLUTIONS 2016-2026**

Administered by the State of Utah (hereinafter "Lead State")

**MASTER AGREEMENT**

**Master Agreement No: AR2488**

**SHI International Corp.**
(hereinafter "Contractor")
and
**State of Washington**
(hereinafter "Participating State")

**Washington Master Contract No.: 05116**

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and SHI International Corp., a New Jersey corporation ("Contractor") and is dated and effective as of November 1, 2017.

1. **SCOPE:** This Participating Addendum covers Cloud Solutions led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):

   (a) WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.

   (b) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services (MCUA list is available at https://fortress.wa.gov/ga/apps/ContractSearch/MCUAListing.aspx):

   - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
   - Federal governmental agencies or entities;
   - Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and

- Federally-recognized Indian Tribes located in the State of Washington.

**3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:**

3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM**: Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at https://fortress.wa.gov/ga/webs/. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

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(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

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| March 31 | April 30 |
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3.4. **VENDOR MANAGEMENT FEE**: Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .015

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: 05116
- The NASPO Master Agreement No.: AR2488
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

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3.6. **PAY EQUALITY**: Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within

thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

3.7. **COMPLIANCE WITH PARTICIPATING STATE'S (WASHINGTON'S) STATEWIDE IT POLICIES:** Contractor shall comply with Participating State's statewide information technology policies, as applicable, for Purchasing Entities – promulgated by Washington's Office of the Chief Information Officer (OCIO). Such policies are located on the OCIO website at: https://ocio.wa.gov//policies. These policies include, but are not limited to, the following:

- Security Policy 141
- Accessibility Policy 188

Prior to final execution of a Purchasing Entities' contract with a Contractor, the Contractor's solution(s) will be subject to a Security Design Review performed by Washington Consolidated Technology Services to ensure compliance with Office of the Chief Information Officer (OCIO) Security Policies.

**4.** **LEASE AGREEMENTS**: Leasing, renting, or purchasing equipment is not allowed throughout the term of the Master Agreement.

**5.** **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

| Contractor | Participating State |
|---|---|
| SHI International Corp.<br>290 Davidson Ave.<br>Somerset, NJ 08873 | State of Washington<br>Department of Enterprise Services<br>Contracts, Procurement and Risk Mgmt.<br>P.O. Box 41411<br>Olympia, WA 98504-1411 |
| Attn: Alison Turner<br>Tel: (425) 974-5997<br>Email: alison_turner@shi.com | Attn: Mike Dombrowsky<br>Tel: (360) 407-8717<br>Email: mike.dombrowsky@des.wa.gov |

**6.** **FULFILLMENT PARTNERS:** All Contractor's Fulfillment Partners authorized in the State of Washington, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Fulfillment Partner's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**7.** **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

**8.** **GENERAL**:

(a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

(b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(c) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

(d) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

**EXECUTED** as of the date and year first above written.

**STATE OF WASHINGTON**
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Scott Smith

Scott Smith

Its: State IT Procurement Manager

**SHI INTERNATIONAL CORP.**
**A NEW JERSEY CORPORATION**

By: Natalie Castagno

Natalie Castagno

Its: Director of Response Team

# RESOLUTION 2021 142

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE RENEWAL OF A THIRTY-SIX MONTH MICROSOFT ENTERPRISE AGREEMENT EA Number 66700680 FOR LICENSING MICROSOFT SOFTWARE FROM SHI INTERNATIONAL CORP.**

**WHEREAS,** on February 24, 2018, per Resolution 2018-151 the Board authorized the Information Technology Manager to sign a thirty-six month Microsoft Enterprise Agreement for licensing software from SHI International Corp, Somerset, NJ; and

**WHEREAS,** the County's current Microsoft software agreement expires February 28, 2021 that provides essential software licensing for Benton County; and

**WHEREAS,** Information Technology recommends keeping Microsoft software licenses current and up to date is in the best interest of Benton County; and

**WHEREAS,** SHI International Corp. is an authorized Microsoft licensing reseller under Washington State Master Control No. 05116, NASPO ValuePoint Cloud Solutions 2019-2026 Master Agreement No. AR2488 and Washington State Master Control No. 06016, NASPO ValuePoint Software Value-Added Reseller (SVAR) Services Master Agreement No. ADSPO16-130651; and

**WHEREAS,** SHI International Corp. has submitted a three-year quote to renew the County's Microsoft Enterprise Agreement for licensing Microsoft software; NOW THEREFORE,

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and authorizes the renewal of a thirty-six month Microsoft Enterprise Agreement EA Number 66700680 for licensing Microsoft software in an amount not to exceed $294,119.10 excluding Washington State Sales Tax from SHI International Corp. using budgeted Central Services 2021-2022 approved budget; and

**BE IT FURTHER RESOLVED,** the Board authorizes the Information Technology Department Manager to sign Microsoft renewal documents from SHI International Corp.; and

**BE IT FURTHER RESOLVED,** upon payment, the attached Microsoft software licensing term from SHI International Corp. will start March 1, 2021 and will remain in force until February 29, 2024.

Dated this 9 day of February , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor

Prepared by: R. Heard

Pricing Proposal
Quotation #: 19945254
Created On: 1/19/2021
Valid Until: 2/28/2021

## Benton County

**Robert Heard**
620 Market St
PO Box 608
Prosser, WA 99350
United States
Phone:
Fax:
Email: robert.heard@co.benton.wa.us

## Inside Account Manager-Public Sector

**Gianna Colgero**
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-4773
Fax:
Email: gianna_colgero@shi.com

All Prices are in US Dollar (USD)

| | Product | Qty | Your Price | Total |
|---|---|---|---|---|
| 1 | CISSteDCCore ALNG SA MVL 2Lic CoreLic<br>Microsoft - Part#: 9GS-00135<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 8 | $170.11 | $1,360.88 |
| 2 | Defender for O365 Plan 1 GCC SubVL Per User<br>Microsoft - Part#: 3GU-00001<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 726 | $18.65 | $13,539.90 |
| 3 | M365 E3 FromSA GCC ShrdSvr ALNG SubsVL MVL PerUsr (Original)<br>Microsoft - Part#: AAA-11984<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 700 | $298.69 | $209,083.00 |
| 4 | SQLSvrStdCore ALNG SA MVL 2Lic CoreLic<br>Microsoft - Part#: 7NQ-00292<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 20 | $600.00 | $12,000.00 |
| 5 | Microsoft SQL Server Standard Edition - License & software assurance - 1 server - academic - Enterprise, Select, Select Plus, EES - Win - All Languages<br>Microsoft - Part#: 228-04437<br>Contract Name: NASPO Cloud Solutions | 3 | $676.23 | $2,028.69 |

Subcontract #: 05116
Coverage Term: 3/1/2021 – 2/28/2022
**Note:** EA #66700680; Year 1 of 3

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| | | | | |
|---|---|---|---|---|
| 6 | SysCtrStdCore ALNG SA MVL 2Lic CoreLic<br>Microsoft - Part#: 9EN-00198<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 8 | $18.40 | $147.20 |
| 7 | VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr<br>Microsoft - Part#: P3U-00001<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 4 | $139.52 | $558.08 |
| 8 | WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL<br>Microsoft - Part#: 6VC-01254<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 25 | $22.13 | $553.25 |
| 9 | WinSvrDCCore ALNG SA MVL 2Lic CoreLic<br>Microsoft - Part#: 9EA-00278<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 48 | $128.83 | $6,183.84 |
| 10 | WinSvrSTDCore ALNG SA MVL 2Lic CoreLic<br>Microsoft - Part#: 9EM-00270<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 186 | $18.16 | $3,377.76 |
| 11 | Azure prepayment - US Gov<br>Microsoft - Part#: J5U-00001<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 1 | $1,243.52 | $1,243.52 |
| 12 | YammerEntGCC ShrdSvr ALNG SubsVL MVL AddOn toO365M365F3E5<br>Microsoft - Part#: LML-00001<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 700 | $0.00 | $0.00 |
| 13 | Dyn365ECstmrSrvcGCC ShrdSvr ALNG SubsVL MVL PerUsr | 2 | $1,039.59 | $2,079.18 |

Contract Name: NASPO Cloud Solutions
Contract #: AR2488
Subcontract #: 05116
Coverage Term: 3/1/2021 – 2/28/2022
**Note:** EA #66700680; Year 1 of 3

| | | | | |
|---|---|---|---|---|
| 14 | O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr<br>Microsoft - Part#: U4S-00002<br>Contract Name: NASPO Cloud Solutions<br>Contract #: AR2488<br>Subcontract #: 05116<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 26 | $79.34 | $2,062.84 |
| 15 | WinE5StpFrmWinE3 GCC ALNG SubsVL MVL<br>Microsoft - Part#: AAF-21855<br>Contract Name: NASPO Software VAR<br>Contract #: ADSPO16-130651<br>Subcontract #: 06016<br>Coverage Term: 3/1/2021 – 2/28/2022<br>**Note:** EA #66700680; Year 1 of 3 | 726 | $54.96 | $39,900.96 |

| | |
|---|---|
| Subtotal | $294,119.10 |
| *Tax | $25,294.24 |
| Total | $319,413.34 |

*Tax is estimated. Invoice will include the full and final tax due.

**Additional Comments**

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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**NASPO ValuePoint**

**CLOUD SOLUTIONS 2016-2026**

Administered by the State of Utah (hereinafter "Lead State")

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5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

| Contractor | Participating State |
|---|---|
| SHI International Corp.<br>290 Davidson Ave.<br>Somerset, NJ 08873 | State of Washington<br>Department of Enterprise Services<br>Contracts, Procurement and Risk Mgmt.<br>P.O. Box 41411<br>Olympia, WA 98504-1411 |
| Attn: Alison Turner<br>Tel: (425) 974-5997<br>Email: alison_turner@shi.com | Attn: Mike Dombrowsky<br>Tel: (360) 407-8717<br>Email: mike.dombrowsky@des.wa.gov |

6. **FULFILLMENT PARTNERS:** All Contractor's Fulfillment Partners authorized in the State of Washington, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Fulfillment Partner's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

8. **GENERAL**:

(a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

(b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(c) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

(d) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

**EXECUTED** as of the date and year first above written.

**STATE OF WASHINGTON**
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Scott Smith

Scott Smith

Its: State IT Procurement Manager

**SHI INTERNATIONAL CORP.**
**A NEW JERSEY CORPORATION**

By: Natalie Castagno

Natalie Castagno

Its: Director of Response Team

**PARTICIPATING ADDENDUM**
**NASPO ValuePoint**

**SOFTWARE VALUE-ADDED RESELLER (SVAR) SERVICES**

Administered by the State of Arizona (hereinafter "Lead State")

**MASTER AGREEMENT**

Master Agreement No: **ADSPO16-130651**

**SHI International Corp.**
(hereinafter "Contractor")

And

**State of Washington**
(hereinafter "Participating State")

Washington Master Contract No.: **06016**

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and SHI International Corp., a New Jersey corporation ("Contractor") and is dated and effective as of November 1, 2016.

1. **SCOPE:** This Participating Addendum covers the Software Value-Added Reseller (SVAR) Services led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

2. **EXCLUSIONS:** The following software publishers are excluded from this Participating Addendum:

   - ESRI
   - Microsoft EA
   - Autodesk
   - SAS

3. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):

   (a) WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.

(b) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.
- Oregon Cooperative Purchasing Program (ORCPP)

**4. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:**

4.1. **PRICING.** Although Contractor may offer lower prices to Purchasing Entities, Contractor guarantees to provide the Products at no greater than the prices set forth in the Master Agreement, whereas 'Reseller Cost' is defined as the price that Contractor pays the Publisher or Distributor to purchase software on behalf of the Participating State. If Purchasing Entities use a credit card as a method of payment for an order over ten thousand dollars ($10,000), prices may be subject to payment processing fees, as agreed to in the applicable Purchase Order. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

4.2. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM.** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at https://fortress.wa.gov/ga/webcust/home.html. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

4.3. **WASHINGTON'S STATEWIDE PAYEE DESK.** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

4.4. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of

this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

| For Calendar Quarter Ending | Contract Sales Report Due |
|---|---|
| March 31 | April 30 |
| June 30 | July 31 |
| September 30 | October 31 |
| December 31 | January 31 |

4.5. **VENDOR MANAGEMENT FEE**. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74% on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

(d) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0074.

(e) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(f) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until an electronic invoice from Enterprise Services becomes available in Contract Sales Reporting System. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: 06016
- The NASPO Master Agreement No.: ADSPO16-130651
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(g) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

(h) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(i) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

4.6. **CONTRACT REVIEWS**. Enterprise Services reserves the right to conduct quarterly reviews of Contractor's sales and prices, and request Contractor to provide copies of Publisher invoices for up to ten percent (10%) of sales in order to validate Reseller Costs.

4.7. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION.** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

4.8. **RECORDS ADMINISTRATION AND AUDIT.** Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

4.9. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the Participating State and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

4.10. **PURCHASE ORDERS.** To utilize the NASPO ValuePoint Master Agreement, each order must include the following information and be submitted to SHI International Corp.:

(j) Order is subject to NASPO ValuePoint Master Agreement No. ADSPO16-130651 and Washington Master Contract No. 06016;

(k) Purchase Order amount; and

(l) Purchaser's contact information (i.e., name, address, telephone number, email).

5. **LEASE AGREEMENTS**: Leasing or renting equipment is not allowed throughout the term of the Master Agreement.

6. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

| Contractor | Participating State |
|---|---|
| SHI International Corp.<br>290 Davidson Ave.<br>Somerset, NJ 08873 | State of Washington<br>Department of Enterprise Services<br>Contracts, Procurement and Risk Mgmt.<br>P.O. Box 41411<br>Olympia, WA 98504-1411 |
| Attn: Alison Turner<br>Tel: (425) 974-5997<br>Email: alison_turner@shi.com | Attn: Mike Dombrowsky<br>Tel: (360) 407-8717<br>Email: mike.dombrowsky@des.wa.gov |

7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

**8. GENERAL:**

(a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

(b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(c) SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Participating Addendum shall survive and remain in effect following the expiration or termination of this Participating Addendum, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

(d) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

(e) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

**EXECUTED** as of the date and year first above written.

| | |
|---|---|
| **STATE OF WASHINGTON**<br>**DEPARTMENT OF ENTERPRISE SERVICES** | **SHI INTERNATIONAL CORP.**<br>**A NEW JERSEY CORPORATION** |
| By: Scott Smith | By: |
| | Cassie Skelton |
| Its: Washington State IT Contract MGR | Its: Sr. Contracts Specialist |

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | February 13, 2024 |
| **Subject:** | Approving the Purchase of One Precision 7770 or Comparable Model Laptop, One Thunderbolt Dock, and Two 27-inch Monitors for the Public Works Department from Dell Inc. |
| **Presenter:** | |
| **Prepared By:** | Robert Heard |
| **Reviewed By:** | Procurement Department |

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

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

## Summary / Background Information

The Public Works Department has requested to purchase a new laptop, a dock, and monitors for office use. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners. Laptops and docks will be purchased from Dell Inc., an authorized Washington State vendor under Dell NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C000001119005, NASPO 05815-003.

## Fiscal Impact

**Amount:** **$3,300 excluding WSST.**

**Fund:** **Approved 2023-2024 Public Works Department budgeted funds.**

## Recommendation

Information Technology recommends that the Board approve the purchase of one Precision 7770 or comparable model laptop, one Thunderbolt dock, and two 27-inch monitors in an amount not to exceed $3,300 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (1320).

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF APPROVING THE PURCHASE OF ONE PRECISION 7770 OR COMPARABLE LAPTOP, ONE THUNDERBOLT DOCK, AND TWO 27-INCH MONITORS FOR THE PUBLIC WORKS DEPARTMENT FROM DELL INC.**

**WHEREAS,** the Public Works Department has made a request to purchase one laptop, one dock, and two monitors for office use; and

**WHEREAS,** Information Technology recommends purchasing one Precision 7770 or comparable model laptop, one Thunderbolt dock, and two 27-inch monitors from Dell Inc.; and

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

**WHEREAS,** Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C000001119005, NASPO 05815-003; and

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

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington, hereby approves the purchase of one Precision 7770 or comparable model laptop, one Thunderbolt dock, and two 27-inch monitors for the Public Works Department from Dell Inc. in an amount not to exceed $3,300 excluding Washington State Sales Tax; and

**BE IT FURTHER RESOLVED,** newly purchased laptop, dock, and monitors will be enrolled into Central Services Replacement Fund (1320).

**Dated this 13th day of February, 2024**

**Chairman of the Board**

**Chairman Pro-Tem**

**Commissioner**

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

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

Orig: Auditor
cc: IT, Public Works

R.Heard

eQuote

Your Shopping Cart

| | |
|---|---|
| Savings | $4,063.00 |
| **Subtotal (5)** | **$3,018.76** |
| Estimated Shipping | $0.00 |
| Estimated Tax | $262.64 |
| **Total** | **$3,281.40** |

## Details

PW Laptop for New Employee
Quote number # 3000171927102

Created February 2, 2024
Expires March 3, 2024
Created by
robert.heard@co.benton.wa.us
Authorized buyer Felicitas Moreno

## Billing

**Order contact**
Robert Heard Benton County IT
Contract Code: C000001119005
Customer agreement number: 23026 / 05820
Phone number: (509) 786-5603
Additional::
robert.heard@co.benton.wa.us

**Tax exemption**
I am not tax exempt

## Shipping

**Shipping information**
Information Technology Dept
Benton County
7122 W Okanogan Pl, Kennewick, WA, 99336-2359
Phone number: (509) 786-5603
Additional::
CENTRAL.SERVICES@CO.BENTON.WA.US

**Delivery method**
FREE Standard Delivery

**Trade compliance**
No, I will not be exporting

## Payment method

| Items | Quantity | Unit Price | Item total |
|---|---|---|---|

Bundle: Precision 7770 - Build Your Own

Precision 7770 - Build Your Own — 1 — $5,964.30 — $5,964.30

Discounted unit price: $2,284.05
Contract Code: C000001119005
**Estimated Delivery**
FREE Standard Delivery to 99336-2359 by Wednesday, February 21, 2024

**Catalog Number**: 84 / xctop7770usr

| Category | Description | Code | SKU | ID |
|---|---|---|---|---|
| Base | Dell Mobile Precision Workstation 7770 CTO | GLB903N | [210-BECD] | 1 |
| Processor | 12th Gen Intel® Core™ i9-12950HX, vPro ® (30MB cache, 16 cores, 24 threads, 2.3 0 to 5.00 GHz Turbo) | GZXSIP1 | [379-BEVE] | 146 |
| Operating System | Windows 11 Home, English, French, Span ish | G2F4EVD | [619-AQKD] | 11 |
| Office Productivity Software | No Microsoft Office License Included - 3 0 day Trial Offer Only | GC7OFJV | [658-BCSB] | 1002 |
| Chassis Options | Intel Core i9-12950HX, 30MB Cache, 24 T hreads, 16 Core, 2.3GHz to 5.0GHz vPro | GWI41RS | [329-BGZM] | 149 |
| Video Card | NVIDIA® RTX™ A5500, 16 GB GDDR6 | GYINS53 | [490-BHOW] | 6 |
| Display | 17.3-inch, FHD 1920 x 1080, 60 Hz, Anti-Glare, Non-Touch, 99% DCIP3, 500 Nits, I R Cam/Mic WLAN | GAH0PV9 | [391-BGTB] | 760 |
| Camera | FHD/IR Camera, ExpressSign-In, Intellige nt privacy, Camera Shutter, Mic | G0FNEZ5 | [319-BBIX] | 379 |
| Memory | 32 GB, 1 x 32 GB, DDR5, 4800 MHz CAM M Module | GH6PCZ8 | [370-AHCK] | 3 |
| Hard Drive | 1 TB, M.2 2280, Gen 4 PCIe x4 NVMe, SS D | G8XTCDP | [400-BMPS] | 8 |
| Additional Hard Drive | No Additional Hard Drive | GBAK075 | [401-AAGM] | 637 |
| 3rd Hard Drive | No Additional Hard Drive | GBAK075 | [401-AAGM] | 54 |
| 4th Hard Drive | No Additional Hard Drive | GBAK075 | [401-AAGM] | 51 |

| Category | Description | Code | SKU | ID |
|---|---|---|---|---|
| Raid Connectivity | NO RAID | G0UXYJZ | [780-BBFE] | 1009 |
| Keyboard | English US non-backlit keyboard with numeric keypad, 99-key | GLE3GWZ | [583-BHBH] | 4 |
| PalmRest | No Security Palmrest | G6TF40L | [346-BIEW] | 55 |
| Wireless | Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card | G0AR9GC | [555-BHMS] | 19 |
| Mobile Broadband | No Mobile Broadband Card | GR957IY | [556-BBCD] | 114 |
| Primary Battery | 6 Cell, 93 Wh, Lithium Ion Polymer, Long Life Cycle, 3-year warranty | GGM15L8 | [451-BCZW] | 112 |
| Power Supply | 240W Power Adapter | GPVNLS5 | [492-BDGP] | 1015 |
| Systems Management | Manageability Disabled | GXOPL59 | [631-ADLI] | 49 |
| Resource Media | Resource Media not Included | GJMH5WU | [430-XYGV] | 50 |
| ENERGY STAR | Not ENERGY STAR Qualified | G1ZWASL | [387-BBDO] | 122 |
| EPEAT 2018 | Not EPEAT Registered | GQY6H8V | [389-DVNR] | 200331 |
| Windows AutoPilot | No AutoPilot | GYEO2AP | [340-CKSZ] | 291 |
| Power Cord | E5 Power cord 1M US | GBSC2GX | [450-ALLF] | 20 |
| Documentation | Safety and Regulatory Documents English,French,Dutch | GDJVQ4P | [340-AGIK] | 21 |
| Mouse | No Mouse | G8043UZ | [570-AADK] | 12 |
| Wireless Driver | Wireless Intel AX211 WLAN Driver | GT9QACO | [555-BHWR] | 7 |
| EAN/UPC Label | No UPC Label | NOLBL | [389-BCGW] | 292 |
| Packaging | Mix Model Packaging 240W | GBRHN5D | [340-DBXI] | 465 |
| FGA Module | No FGA | NOFGA | [817-BBBB] | 572 |
| Processor Label | Intel® Core™ i9 Processor Label | GVQ9BOL | [389-DYKH] | 749 |
| Dell Application Software | Dell Applications Windows 11 | GWP65JH | [525-BBCL] [640-BBLW] [640-BBSC] [658-BBMR] [658-BBRB] [658-BDVK] [658-BEOK] | 1003 |
| Setup and Features Guides | Quick Setup Guide for Mobile Precision 7770 | GDA8F6B | [340-DBNW] | 60 |
| Back Cover | No SmartCard and no SSD Door | G1P3D98 | [354-BBFH] | 376 |
| Protect your new PC | No anti-virus software | GE6CPVS | [650-AAJS] | 1014 |
| Operating System Recovery Options | OS-Windows Media Not Included | GLA9OQ1 | [620-AALW] | 200013 |
| Hardware Support Services | 4Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr | GQVG70N | [823-3810] [823-3843] [823-3851] [823-3859] [823-3869] [997-8367] | 29 |
| Transportation from ODM to region | Standard Shipment (EL) | G3ULI9Z | [800-BBGH] | 200080 |
| Premier discount | | | | -$3,680.25 |

## Grouped with your Precision 7770 - Build Your Own

Dell 27 Monitor - P2722H — 2 — $289.99 — $579.98

Discounted unit price: $188.49

**Estimated Delivery**

FREE Standard Delivery to 99336-2359 by Thursday, February 8, 2024

**Catalog Number**: 84 / p2722hsap

| Category | Description | Code | SKU | ID |
|---|---|---|---|---|
| Dell 27 Monitor - P2722H, 68.6cm (27") | Dell 27 Monitor - P2722H, 68.6cm (27") | GI3JWRV | [210-BBCK] | 1 |
| Hardware Support Services | 3Y Basic Hardware Service with Advanced Exchange after remote diagnosis | G0AP4EM | [814-5380] [814-5381] | 29 |

Premier discount -$203.00

Dell Thunderbolt Dock – WD22TB4 — 1 — $399.99 — $399.99

Discounted unit price: $255.99

**Estimated Delivery**
FREE Standard Delivery to 99336-2359 by Thursday, February 8, 2024

**Catalog Number**: 84 / wd22tb4cc

| Category | Description | Code | SKU | ID |
|---|---|---|---|---|
| BASE,DS,WD22TB4 US 180W | Dell Thunderbolt 4 Dock - WD22TB4 | GBNM2HY | [210-BDQH] | 1 |
| Protect your purchase - View Support offers below | 3Y Basic Hardware Service with Advanced Exchange after Remote Diagnosis | G9OGYFH | [872-8550] [872-8557] | 29 |

Premier discount -$144.00

Dell 7.4 mm barrel 240 W AC Adapter with 1meter Power Cord - United States — 1 — $137.49 — $137.49

Discounted unit price: $101.74
Manufacturer Part# : 60XMK
Dell Part# : 492-BDHI

**Estimated Delivery**
FREE Standard Delivery to 99336-2359 by Friday, February 9, 2024

**Catalog Number**: 84 / 492-BDHI

| Category | Description | Code | SKU | ID |
|---|---|---|---|---|
| Dell 7.4 mm barrel 240W GaN SFF AC Adapter with 1 meter Power Cord - North America | | | [492-BDHI] | |

Premier discount -$35.75

**Bundle Total: $3,018.76**

Savings: $4,063.00

**Subtotal (5): $3,018.76**

| | |
|---|---|
| Savings | $4,063.00 |
| **Subtotal (5)** | **$3,018.76** |
| Estimated Shipping | $0.00 |
| Estimated Tax | $262.64 |
| **Total** | **$3,281.40** |

Account Account
Your Profile
Dell Contacts
Address Book
Your Products Your Products
Quotes
Sales Quotes
Systems
Peripherals

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Do Not Sell or Share My Personal Information Accessibility Anti-Slavery & Human Trafficking

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit.^ Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. Orders with Custom Factory Integration might require additional processing time.

Onsite Service After Remote Diagnosis and Other Important Information: *On-site Service or Advanced Exchange Service after remote diagnosis: (a) On-site Service after remote diagnosis is determined by the online or phone technician, and may involve customer access to the inside of the system and multiple extended sessions. If the issue is covered by the Limited Hardware Warranty and cannot be resolved remotely, the technician and/or replacement part will be dispatched, usually in 1 or 2 business days, following the completion of the remote diagnosis. The customer must return the original hardware to Dell according to the rules specified. On-site service is provided by Dell Marketing L.P; Availability varies. Other conditions apply. (b) Advanced Exchange Service replaces hardware after remote diagnosis. The customer must return the original hardware to Dell according to the rules specified. Advanced Exchange Service is subject to country availability. (c) For complete details about On-site Service or Advanced Exchange Service, see dell.com/servicecontracts

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

**Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee (“DFS”) for qualified customers. Offers may not be available or may vary in certain countries. Where available offers may be changed without notice and are subject to product availability, applicable law, credit approval, documentation provided by and acceptable to DFS and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell Technologies and the Dell Technologies logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

[1]Subject to applicable law and regulations. ALL ORDERS ARE SUBJECT TO APPROVAL AND ACCEPTANCE BY DELL. Pricing, availability and other terms of offer may be withdrawn or changed without notice. Dell cannot be held responsible for errors in typography or photography.

*Based on Dell analysis of storage software deployable on AWS, Azure, and Google Cloud, May 2023. 90-day evaluation: Applies to Dell licenses only for APEX Block Storage for AWS and APEX Navigator for Multicloud Storage. Subject to availability. Terms and conditions apply: For Dell APEX Navigator for Multicloud Storage view the Dell Cloud Service Offering Agreement or Dell APEX Navigator for Multicloud Service Offering Description.
For Dell APEX Block Storage for AWS, view Dell's Software Evaluation Agreement.

ALL ORDERS ARE SUBJECT TO APPROVAL AND ACCEPTANCE BY DELL. Pricing, availability and other terms of offer may be withdrawn or changed without notice. Dell cannot be held responsible for errors in typography or photography.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EVENT CENTER FUND AND CENTRAL SERVICES FUND: EXPENDITURE CODING CORRECTION BETWEEN EVENT CENTER FUND 1240 AND CENTRAL SERVICES FUND 5020.

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 _____, 2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Auditor, Event Center, IT

prepared by: RHeard

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**FUND NUMBER:** 5020
**DEPARTMENT NUMBER:** 000
**FUND NAME:** Central Services

| TRANSFER FROM: | | | TRANSFER TO: | | |
|---|---|---|---|---|---|
| **Long Account** 25 digit | **Account Description** | **AMOUNT** | **Long Account** 25 digit | **Account Description** | **AMOUNT** |
| 1240.57.000.5754000.0000.54504. | Rentals-Office Equipment | 196.98 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 196.98 |
| 1240.57.000.5754000.0000.54504. | Rentals-Office Equipment | 196.98 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 196.98 |
| 1240.57.000.5754000.0000.54504. | Rentals-Office Equipment | 196.98 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 196.98 |
| 1240.57.000.5754000.0000.54504. | Rentals-Office Equipment | 196.98 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 196.98 |
| 1240.57.000.5754000.0000.54504. | Rentals-Office Equipment | 196.98 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 196.98 |
| 1240.57.000.5754000.0000.54504. | Rentals-Office Equipment | 196.98 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 196.98 |
| 1240.57.000.5754000.0000.54504. | Rentals-Office Equipment | 196.98 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 196.98 |
| 1240.57.000.5754000.0000.54504. | Rentals-Office Equipment | 196.98 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 196.98 |
| 1240.57.000.5754000.0000.54504. | Rentals-Office Equipment | 196.98 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 196.98 |
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| | **TOTAL** | **$ 1,969.80** | | **TOTAL** | **$ 1,969.80** |

rev 09.2023

**EXPLANATION:**

Event Center's 10 invoices linked below will need to be recoded to IT's 54503 budget, IT will be taking over making the monthly lease payments for the Ricoh Copier.

# BENTON COUNTY

## EXPENDITURE CODING CORRECTIONS

| Vendor # | Vendor Name | Document No. | Invoice | Project code (if applicable) From: | Project code (if applicable) To: |
|---|---|---|---|---|---|
| 103755 | Ricoh | 32980 | 106888042 | | |
| 103755 | Ricoh | 32982 | 106890949 | | |
| 103755 | Ricoh | 35161 | 106975744 | | |
| 103755 | Ricoh | 40372 | 107064216 | | |
| 103755 | Ricoh | 44421 | 107146139 | | |
| 103755 | Ricoh | 3491 | 107250022 | | |
| 103755 | Ricoh | 9053 | 107389832 | | |
| 103755 | Ricoh | 16976 | 107472017 | | |
| 103755 | Ricoh | 16977 | 107558974 | | |
| 103755 | Ricoh | 22488 | 107641668 | | |
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**RETURN TO**: Auditor's Office, Accounting Department

Prepared By: Robert Heard DATE: 2/6/2024

Approved:

Chairman of the Board

Commissioner

Commissioner

**AUDITOR'S USE ONLY:**

Keyed:

Date:

Initials:

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF INSURANCE MANAGEMENT FUND AND CENTRAL SERVICES FUND: EXPENDITURE CODING CORRECTION BETWEEN INSURANCE MANAGEMENT FUND 5040 AND CENTRAL SERVICES FUND 5020.

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 _____, 2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Auditor, Insurance Management, IT

prepared by: RHeard

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**FUND NUMBER:** 5020
**DEPARTMENT NUMBER:** 000
**FUND NAME:** Central Services

| TRANSFER FROM: | | | TRANSFER TO: | | |
|---|---|---|---|---|---|
| **Long Account** 25 digit | **Account Description** | **AMOUNT** | **Long Account** 25 digit | **Account Description** | **AMOUNT** |
| 5040.51.000.5196200.0000.54503. | Rentals-Office Equipment | 55.53 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 55.53 |
| 5040.51.000.5196200.0000.54503. | Rentals-Office Equipment | 55.53 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 55.53 |
| 5040.51.000.5196200.0000.54503. | Rentals-Office Equipment | 55.53 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 55.53 |
| 5040.51.000.5196200.0000.54503. | Rentals-Office Equipment | 55.53 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 55.53 |
| 5040.51.000.5196200.0000.54503. | Rentals-Office Equipment | 55.53 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 55.53 |
| 5040.51.000.5196200.0000.54503. | Rentals-Office Equipment | 55.53 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 55.53 |
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| | **TOTAL** | **$ 333.18** | | **TOTAL** | **$ 333.18** |

rev 09.2023

**EXPLANATION:**

Insurance Management's 6 invoices linked below will need to be recoded to IT's 54503 budget, IT will be taking over making the monthly lease payments for the Ricoh Copier.

# BENTON COUNTY

## EXPENDITURE CODING CORRECTIONS

| Vendor # | Vendor Name | Document No. | Invoice | Project code (if applicable) From: | Project code (if applicable) To: |
|---|---|---|---|---|---|
| 103755 | Ricoh | 44586 | 107149819 | | |
| 103755 | Ricoh | 2183 | 107203451 | | |
| 103755 | Ricoh | 7005 | 107332766 | | |
| 103755 | Ricoh | 15817 | 107442393 | | |
| 103755 | Ricoh | 15819 | 107528694 | | |
| 103755 | Ricoh | 20322 | 107611112 | | |
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**RETURN TO**: Auditor's Office, Accounting Department

Prepared By: Robert Heard DATE: 2/6/2024

Approved:

Chairman of the Board

Commissioner

Commissioner

**AUDITOR'S USE ONLY:**

Keyed:

Date:

Initials:

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF GENERAL FUND CORONER'S DEPARTMENT AND CENTRAL SERVICES FUND: EXPENDITURE CODING CORRECTION BETWEEN GENERAL FUND 0010 CORONER'S DEPARTMENT 109 AND CENTRAL SERVICES FUND 5020.

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 _____, 2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Auditor, Coroner, IT

prepared by: RHeard

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**FUND NUMBER:** 5020
**DEPARTMENT NUMBER:** 000
**FUND NAME:** Central Services

| **TRANSFER FROM:** | | | **TRANSFER TO:** | | |
|---|---|---|---|---|---|
| **Long Account** 25 digit | **Account Description** | **AMOUNT** | **Long Account** 25 digit | **Account Description** | **AMOUNT** |
| 0010.56.109.5632000.0000.54503. | Rentals-Office Equipment | 135.66 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 135.66 |
| 0010.56.109.5632000.0000.54503. | Rentals-Office Equipment | 135.66 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 135.66 |
| 0010.56.109.5632000.0000.54503. | Rentals-Office Equipment | 135.66 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 135.66 |
| 0010.56.109.5632000.0000.54503. | Rentals-Office Equipment | 135.66 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 135.66 |
| 0010.56.109.5632000.0000.54503. | Rentals-Office Equipment | 135.66 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 135.66 |
| 0010.56.109.5632000.0000.54503. | Rentals-Office Equipment | 135.66 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 135.66 |
| 0010.56.109.5632000.0000.54503. | Rentals-Office Equipment | 135.66 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 135.66 |
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| | **TOTAL** | **$ 949.62** | | **TOTAL** | **$ 949.62** |

rev 09.2023

**EXPLANATION:**

Coroner Office's 7 invoices linked below will need to be recoded to IT's 54503 budget, IT will be taking over making the monthly lease payments for the Ricoh Copier.

# BENTON COUNTY

## EXPENDITURE CODING CORRECTIONS

| Vendor # | Vendor Name | Document No. | Invoice | Project code (if applicable) From: | Project code (if applicable) To: |
|---|---|---|---|---|---|
| 103755 | Ricoh | 40370 | 107036877 | | |
| 103755 | Ricoh | 43192 | 107109759 | | |
| 103755 | Ricoh | 89 | 107195526 | | |
| 103755 | Ricoh | 4789 | 107304045 | | |
| 103755 | Ricoh | 17262 | 107439649 | | |
| 103755 | Ricoh | 17266 | 107516557 | | |
| 103755 | Ricoh | 20334 | 107601426 | | |
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**RETURN TO**: Auditor's Office, Accounting Department

Prepared By: Robert Heard DATE: 2/13/2024

Approved:

Chairman of the Board

Commissioner

Commissioner

**AUDITOR'S USE ONLY:**

Keyed:

Date:

Initials:

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF GENERAL FUND FACILITIES DEPARTMENT AND CENTRAL SERVICES FUND: EXPENDITURE CODING CORRECTION BETWEEN GENERAL FUND 0010 FACILITIES DEPARTMENT 110 AND CENTRAL SERVICES FUND 5020.

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 _____, 2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Auditor, Facilities, IT

prepared by: RHeard

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**FUND NUMBER:** 5020
**DEPARTMENT NUMBER:** 000
**FUND NAME:** Central Services

| TRANSFER FROM: | | | TRANSFER TO: | | |
|---|---|---|---|---|---|
| **Long Account** 25 digit | **Account Description** | **AMOUNT** | **Long Account** 25 digit | **Account Description** | **AMOUNT** |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 0010.51.110.5183010.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
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| | **TOTAL** | **$ 2,182.74** | | **TOTAL** | **$ 2,182.74** |

rev 09.2023

**EXPLANATION:**

The Facilities Department's 14 invoices linked below will need to be recoded to IT's 54503 budget, IT will be taking over making the monthly lease payments for the Ricoh Copier.

# BENTON COUNTY

## EXPENDITURE CODING CORRECTIONS

| Vendor # | Vendor Name | Document No. | Invoice | Project code (if applicable) From: | Project code (if applicable) To: |
|---|---|---|---|---|---|
| 103755 | Ricoh | 35028 | 106957871 | | |
| 103755 | Ricoh | 35029 | 106957872 | | |
| 103755 | Ricoh | 35030 | 106957873 | | |
| 103755 | Ricoh | 35031 | 106957874 | | |
| 103755 | Ricoh | 35032 | 106957875 | | |
| 103755 | Ricoh | 35033 | 106957876 | | |
| 103755 | Ricoh | 36335 | 106995203 | | |
| 103755 | Ricoh | 40776 | 107081193 | | |
| 103755 | Ricoh | 45060 | 107165685 | | |
| 103755 | Ricoh | 4785 | 107275598 | | |
| 103755 | Ricoh | 16990 | 107405313 | | |
| 103755 | Ricoh | 16991 | 107490214 | | |
| 103755 | Ricoh | 19242 | 107579689 | | |
| 103755 | Ricoh | 22487 | 107655251 | | |
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**RETURN TO**: Auditor's Office, Accounting Department

Prepared By: Robert Heard DATE: 2/6/2024

Approved:

Chairman of the Board

Commissioner

Commissioner

**AUDITOR'S USE ONLY:**

Keyed:

Date:

Initials:

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF GENERAL FUND SHERIFF ADMINISTRATION DEPARTMENT AND CENTRAL SERVICES FUND: EXPENDITURE CODING CORRECTION BETWEEN GENERAL FUND 0010 SHERIFF ADMINISTRATION DEPARTMENT 118 AND CENTRAL SERVICES FUND 5020.

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 _____, 2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Auditor, Sheriff, IT

prepared by: RHeard

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**FUND NUMBER:** 5020
**DEPARTMENT NUMBER:** 000
**FUND NAME:** Central Services

| TRANSFER FROM: Long Account 25 digit | Account Description | AMOUNT | TRANSFER TO: Long Account 25 digit | Account Description | AMOUNT |
|---|---|---|---|---|---|
| 0010.52.118.5211000.0000.54907. | Rentals-Office Equipment | 188.79 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 188.79 |
| 0010.52.118.5211000.0000.54907. | Rentals-Office Equipment | 130.98 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 130.98 |
| 0010.52.118.5211000.0000.54907. | Rentals-Office Equipment | 33.04 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 33.04 |
| 0010.52.118.5211000.0000.54907. | Rentals-Office Equipment | 356.37 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 356.37 |
| 0010.52.118.5211000.0000.54907. | Rentals-Office Equipment | 176.40 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 176.40 |
| 0010.52.118.5211000.0000.54907. | Rentals-Office Equipment | 317.83 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 317.83 |
| 0010.52.118.5211000.0000.54907. | Rentals-Office Equipment | 99.72 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 99.72 |
| 0010.52.118.5211000.0000.54907. | Rentals-Office Equipment | 118.79 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 118.79 |
| 0010.52.118.5211000.0000.54907. | Rentals-Office Equipment | 118.79 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 118.79 |
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| | **TOTAL** | **$ 1,540.71** | | **TOTAL** | **$ 1,540.71** |

rev 09.2023

**EXPLANATION:**

Sheriff Administration's 9 invoices linked below will need to be recoded to IT's 54503 budget, IT will be taking over making the monthly lease payments for the Ricoh Copiers.

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

| Vendor # | Vendor Name | Document No. | Invoice | Project code (if applicable) From: | Project code (if applicable) To: |
|---|---|---|---|---|---|
| 103755 | Ricoh | 106899377 | 106899377 | | |
| 103755 | Ricoh | 106899380 | 106899380 | | |
| 103755 | Ricoh | 106899384 | 106899384 | | |
| 103755 | Ricoh | 107152696 | 107152696 | | |
| 103755 | Ricoh | 107258424 | 107258424 | | |
| 103755 | Ricoh | 107645912 | 107645912 | | |
| 103755 | Ricoh | 107645913 | 107645913 | | |
| 103755 | Ricoh | 107729586 | 107729586 | | |
| 103755 | Ricoh | 107809569 | 107809569 | | |
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**RETURN TO**: Auditor's Office, Accounting Department

Prepared By: Robert Heard DATE: 1/30/2023

Approved:

Chairman of the Board

Commissioner

Commissioner

**AUDITOR'S USE ONLY:**

Keyed:

Date:

Initials:

Approved by:

Date:

Print Name: Katie Gillies

Department: Sheriff

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF GENERAL FUND CORRECTIONS DEPARTMENT AND CENTRAL SERVICES FUND: EXPENDITURE CODING CORRECTION BETWEEN THE GENERAL FUND 0010 CORRECTIONS DEPARTMENT 120 AND CENTRAL SERVICES FUND 5020.

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 _____, 2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Auditor, Corrections, IT

prepared by: RHeard

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**FUND NUMBER:** 5020
**DEPARTMENT NUMBER:** 000
**FUND NAME:** Central Services

| **TRANSFER FROM:** | | | **TRANSFER TO:** | | |
|---|---|---|---|---|---|
| **Long Account** 25 digit | **Account Description** | **AMOUNT** | **Long Account** 25 digit | **Account Description** | **AMOUNT** |
| 0010.52.120.5236200.0000.54503. | Rentals-Office Equipment | 359.46 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 359.46 |
| 0010.52.120.5236200.0000.54507. | Rentals-Office Equipment | 52.89 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 52.89 |
| 0010.52.120.5236200.0000.54503. | Rentals-Office Equipment | 430.27 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 430.27 |
| 0010.52.120.5236200.0000.54503. | Rentals-Office Equipment | 430.27 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 430.27 |
| 0010.52.120.5236200.0000.54503. | Rentals-Office Equipment | 430.27 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 430.27 |
| 0010.52.120.5236200.0000.54503. | Rentals-Office Equipment | 430.27 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 430.27 |
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| 0010.52.120.5236200.0000.54503. | Rentals-Office Equipment | 430.27 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 430.27 |
| 0010.52.120.5236200.0000.54503. | Rentals-Office Equipment | 430.27 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 430.27 |
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| | **TOTAL** | **$ 3,424.24** | | **TOTAL** | **$ 3,424.24** |

rev 09.2023

**EXPLANATION:**

Corrections' 8 invoices linked below will need to be recoded to IT's 54503 budget, IT will be taking over making the monthly lease payments for the Ricoh Copier.

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

| Vendor # | Vendor Name | Document No. | Invoice | Project code (if applicable) From: | Project code (if applicable) To: |
|---|---|---|---|---|---|
| 103755 | Ricoh | 28931 | 106804890 | | |
| 103755 | Ricoh | 29195 | 106855221 | | |
| 103755 | Ricoh | 33478 | 106938083 | | |
| 103755 | Ricoh | 37909 | 107028573 | | |
| 103755 | Ricoh | 43232 | 107116557 | | |
| 103755 | Ricoh | 1325 | 107199395 | | |
| 103755 | Ricoh | 6311 | 107317981 | | |
| 103755 | Ricoh | 11875 | 107439929 | | |
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**RETURN TO**: Auditor's Office, Accounting Department

Prepared By: Robert Heard DATE: 2/6/2024

Approved:

Chairman of the Board

Commissioner

Commissioner

**AUDITOR'S USE ONLY:**

Keyed:

Date:

Initials:

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF GENERAL FUND SHERIFF PATROL DEPARTMENT AND CENTRAL SERVICES FUND: EXPENDITURE CODING CORRECTION BETWEEN GENERAL FUND 0010 SHERIFF PATROL DEPARTMENT 121 AND CENTRAL SERVICES FUND 5020.

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 _____, 2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Auditor, Sheriff, IT

prepared by: RHeard

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**FUND NUMBER:** 5020
**DEPARTMENT NUMBER:** 000
**FUND NAME:** Central Services

| **TRANSFER FROM:** | | | **TRANSFER TO:** | | |
|---|---|---|---|---|---|
| **Long Account** 25 digit | **Account Description** | **AMOUNT** | **Long Account** 25 digit | **Account Description** | **AMOUNT** |
| 0010.52.121.5212100.0000.54907. | Rentals-Office Equipment | 188.79 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 188.79 |
| 0010.52.121.5212100.0000.54907. | Rentals-Office Equipment | 130.98 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 130.98 |
| 0010.52.121.5212100.0000.54907. | Rentals-Office Equipment | 33.04 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 33.04 |
| 0010.52.121.5212100.0000.54907. | Rentals-Office Equipment | 356.37 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 356.37 |
| 0010.52.121.5212100.0000.54907. | Rentals-Office Equipment | 176.40 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 176.40 |
| 0010.52.121.5212100.0000.54907. | Rentals-Office Equipment | 317.83 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 317.83 |
| 0010.52.121.5212100.0000.54907. | Rentals-Office Equipment | 99.72 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 99.72 |
| 0010.52.121.5212100.0000.54907. | Rentals-Office Equipment | 118.79 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 118.79 |
| 0010.52.121.5212100.0000.54907. | Rentals-Office Equipment | 118.79 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 118.79 |
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| | **TOTAL** | **$ 1,540.71** | | **TOTAL** | **$ 1,540.71** |

rev 09.2023

**EXPLANATION:**

Sheriff Patrol's 9 invoices linked below will need to be recoded to IT's 54503 budget, IT will be taking over making the monthly lease payments for the Ricoh Copiers.

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

| Vendor # | Vendor Name | Document No. | Invoice | Project code (if applicable) From: | Project code (if applicable) To: |
|---|---|---|---|---|---|
| 103755 | Ricoh | 106899377 | 106899377 | | |
| 103755 | Ricoh | 106899380 | 106899380 | | |
| 103755 | Ricoh | 106899384 | 106899384 | | |
| 103755 | Ricoh | 107152696 | 107152696 | | |
| 103755 | Ricoh | 107258424 | 107258424 | | |
| 103755 | Ricoh | 107645912 | 107645912 | | |
| 103755 | Ricoh | 107645913 | 107645913 | | |
| 103755 | Ricoh | 107729586 | 107729586 | | |
| 103755 | Ricoh | 107809569 | 107809569 | | |
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**RETURN TO**: Auditor's Office, Accounting Department

Prepared By: Robert Heard DATE: 2/6/2024

Approved:

Chairman of the Board

Commissioner

Commissioner

**AUDITOR'S USE ONLY:**

Keyed:

Date:

Initials:

Approved by:

Date:

Print Name: Katie Gillies

Department: Sheriff

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 2/13/24 |
| **Subject:** | Professional Services Agreement with Dennis Hanson for Superior Court criminal cases, Contract #BCSC24DAH001 |
| **Presenter:** | |
| **Prepared By:** | Denise Gerry |
| **Reviewed By:** | Charlie Dow |

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

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

## Summary / Background Information

Benton County provides public defense services in Benton County Superior Court by way of a combination of staff trial attorneys and contract attorneys. After a Request for Qualifications process was held, OPD reviewed and evaluated the applications, and now proposes that Dennis Hanson be awarded a Benton County Superior Court professional services agreement for criminal cases in 2024.

Proposed resolution and professional services agreement is attached for Board review and execution.

## Fiscal Impact

General Fund - $1,085.72 per case, and other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement.

## Recommendation

Approve resolution as proposed, execute proposed professional services agreement with Dennis Hanson.

## Suggested Motion

Approve with consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF AWARDING AND EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH DENNIS HANSON, CONTRACT #BCSC24DAH001 TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO DEFENDANTS CHARGED WITH CRIMINAL OFFENSES**

**WHEREAS,** Benton County is obligated by law to provide indigent defense services in Benton County Superior Court for defendants charged with criminal offenses ("Criminal Cases"); and

**WHEREAS,** Benton County provides for representation on Criminal Cases by a combination of staff trial attorneys and contract attorneys; and

**WHEREAS,** it is therefore necessary to seek Statements of Qualifications from interested attorneys in order to award new agreements; and

**WHEREAS,** after a Request for Qualifications ("RFQ") was held and applications reviewed, it was deemed appropriate to award an agreement to attorney Dennis Hanson for public defense services on Criminal Cases in Benton County Superior Court; **NOW, THEREFORE**

**BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington, hereby approves as proposed the professional services agreement with attorney Dennis Hanson, designated #BCSC24DAH001, for services to be provided in Benton County Superior Court to defendants charged with criminal offenses, commencing February 1, 2024 and expiring December 31, 2024, with a per case compensation in the amount of $1,085.72, with a maximum of 105 cases and paid by the month in the amount of $9,500.05 plus other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, Dennis Hanson
Copy – Auditor, Superior Court, S Godinez

C Dow

DocuSign Envelope ID: 52FE2B11-1927-4256-A50E-18D2C2E4DDC8

# PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
## CONTRACT #BCSC24DAH001

| CONTRACT SUMMARY | | | |
|---|---|---|---|
| **Contract Type** | **Partial Caseload** | | |
| **Contract Number** | **BCSSC24DAH001** | **Contract Holder** | **Dennis A. Hanson** |
| **WSBA #** | **41655** | **Effective Dates** | **February 1, 2024 – December 31, 2024** |
| **Caseload Cap** | **105 (75%)**<br>**(9 cases per month)** | **Compensation** | **$9,500.05 per Month**<br>$1,085.72 per case |
| **Assigned Court** | **Superior Court** | **Compensation Structure** | ☐ **By the case**<br>☒ **Monthly**<br>☐ **Hourly**<br>☒ **By the case but paid monthly** |
| **Compensation Payable To:** | **Quantum Legal, PLLC** | | |

**THIS AGREEMENT** is entered into by and between **Dennis A. Hanson,** attorney at law, Washington State Bar Association #**41655** ("Attorney"), **dba Quantum Legal, PLLC,** and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

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

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

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

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1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **February 1, 2024,** and shall continue thereafter through and including **December 31, 2024**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited to, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

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

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at **7502 W. Deschutes Place, Kennewick, WA 99336**; Attorney's current local office telephone is **509-783-5551**; and Attorney's current office/work e-mail address is **dennis@qtmlegal.com**.

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

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

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

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony criminal defense or criminal prosecution matters; meets the minimum standards for Superior Court felony public defense (for Class A, B, and C felonies, sex-case felonies, and violent Class A and B felonies) as adopted by the Washington State Supreme Court; has not been a party to a previous personal services agreement with any governmental entity or any other entity for the provision of public indigent defense services that was terminated due to Attorney's

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

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

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

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

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

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

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Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

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

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and effectively perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding year.

Additionally, in the event that the public defense reporting requirements under RCW 10.101.050, other applicable statute or relevant case law are later amended/modified (or, in the case of case law, reasonably required as a best practice) Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with

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such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 19.b. below.

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

4. **OTHER INDIGENT DEFENSE ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the County has entered into, or contemplates entering into, separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the Benton County Superior Court, the Superior Court Administrator, the PDM, and any attorneys hired and employed by the County ("Public Defenders") to provide criminal defense services to persons accused of felony crimes in Benton County Superior Court, to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney, said other independent contractor attorneys, and said Public Defenders (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

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

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

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

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

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- Any material witness matter relating to a felony case or matter filed in Benton County Superior Court.

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

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

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

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

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

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

- Homicide and persistent offender cases (only if Attorney requests such appointments and is qualified).

a. The Benton County Superior Court criminal pre-trial dockets ("Dockets") are held on two days every week: Wednesday and Thursday. Attorney will be assigned to one Docket day and will primarily receive case appointments on cases filed and pending on their assigned Docket day. However, the parties acknowledge that i) the criminal Docket days are set by Benton County Superior Court and not by County and therefore they may be subject to temporary or permanent modification at the discretion of Benton County Superior Court; ii) emergency court operations (including emergency court operations necessitated by the COVID-19 pandemic) may necessitate to modification of Docket scheduling including the splitting of dockets into multiple days a week or otherwise modifying weekly docket responsibilities; iii) from time to time it may be necessary to assign cases from the Docket day other than to which Attorney is primarily assigned to Attorney because of conflict of interest (by other attorneys) or caseload overflow reasons (the preceding 5a.i) – iii) shall collectively be referred to as "Docket Scheduling or Assignment Irregularities").

b. As to the Docket Scheduling or Assignment Irregularities described in the preceding paragraph, the parties agree that:

i) Docket Scheduling or Assignment Irregularities do not constitute a breach of this Agreement or such change in circumstances that the Agreement needs to be renegotiated;

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ii) Docket Scheduling or Assignment Irregularities do not, in themselves, entitle Attorney to additional compensation;

iii) County agrees to provide Attorney with as much advance notice as reasonably possible as to any anticipated and known Docket Scheduling or Assignment Irregularities, respectful of the fact that Attorney likely has obligations to private practice or other clients (together with case scheduling obligations) outside of clients assigned through this Agreement.

6. **CONTINUED REPRESENTATION.**

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

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be determined as follows:

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

b. In the event of expiration of this Agreement by expiration of its specified term set forth in paragraph 1 above, if Attorney provides the PDM with at least sixty (60) days' written notice prior to such term expiration date that Attorney has no interest in seeking a potential new contract with the County to continue providing public defense

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services after such date and further provides the PDM with all of the Caseload Information required under paragraph 6.a. above, Attorney shall then be responsible for providing continued legal representation to clients in any and all identified cases that remain unresolved as of such term expiration date for a period of sixty (60) days after such expiration date. However, if Attorney fails to timely provide such sixty (60) days' advance notice to the PDM, Attorney shall then be responsible for providing continued legal representation to clients with cases that remain unresolved as of such term expiration date for a period of time equivalent to sixty (60) days plus an additional number of days corresponding to the numerical difference between sixty (60) days advance notice and the number of days advance notice Attorney actually provided to the PDM. By way of illustration, if Attorney only provided thirty (30) days' advance notice to the PDM, then Attorney would be responsible for providing continued legal representation for an aggregated total of ninety (90) days [i.e., 60 days + (60 days – 30 days)] after the Agreement term expiration date.

c. In the case of either expiration or earlier termination of this Agreement, if the required Caseload Information provided by Attorney pursuant to above paragraphs 6.a. or 6.b. omits any existing case(s), Attorney shall then be responsible for providing continuing legal representation on such omitted case(s) until the earlier of the final resolution of the case(s) or thirty (30) days from the date upon which the existence of such omitted case(s) is brought to the attention of the PDM in writing.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County Superior Court up to a maximum of **105 total cases per calendar year (9 cases per month)** (pro-ratable for any partial calendar year).

8. **CASE COUNTING.**

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

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

| **Type of Matter** | **Treatment** |
|---|---|
| Any new criminal case filed in Superior Court | Counts as 1 case |
| DOSA, SSOSA, or Sentence review on another attorney's case | Counts as 1 case. If reviews extend beyond a year, then it is considered Attorney's case and additional compensation shall be paid according to the terms of Section 12 herein |
| Post-sentencing matter on another attorney's case | Counts as 1 case |

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| | |
|---|---|
| Sentencing for another attorney's case | Counts as 1 case |
| Child support contempt conflict case | Counts as 1 case |
| Civil commitment conflict case | Counts as 1 case |
| Homicide or persistent offender cases (if applicable) | Counts as 1 case (Attorney shall be entitled to enhanced compensation for these types of cases pursuant to the terms of Section 13 herein). |

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

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

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County Superior Court and Attorney continues representing the same person in such matter within a twelve (12) month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

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

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considered as being one (1) case equivalent. Further provided, however, that the PDM may in his sole discretion adjust the case equivalent total after consultation.

9. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that that the client's circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

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

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

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writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

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

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

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

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

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

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

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

(iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated in the amount of **$1,085.72 per case.** For the mutual convenience of the parties, Attorney shall be compensated in equal monthly payments **of $9,500.05**, based on Attorney's selected caseload.

All compensation shall be payable to **Quantum Legal, PLLC,** since Attorney is a principal with that law firm.

Attorney shall receive additional compensation for the following assignments:

| **Type of Assignment** | **Additional Compensation** |
|---|---|
| Class A felony | $1,085.72 |
| Unusually complex or laborious cases | Up to $1,600.00<br><br>(At the discretion of the Public Defense Manager) |
| Material witness matters | $300.00 |
| Provision representation during preliminary appearance dockets (Monday, Tuesday or Friday) to cover for a Staff Defender's unavailability | $450.00 (Monday)<br><br>$400.00 (Tuesday, Friday)<br><br>$575.00 (Wednesday, Thursday) |
| DOSA or SSOSA review on Attorney's own case | $300.00 per year that reviews continue |
| Post-sentencing matter on Attorney's own case | $300.00 |

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

b. In addition to receiving the above-stated compensation under paragraph 12.a., Attorney shall receive **$450.00 per day for each full day of trial and $225.00 for each partial day of trial**, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual trial proceedings going beyond 2 p.m. each day. "Trial" for purposes of this paragraph 12.b. only, shall be defined as actual proceedings related

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to a jury or bench trial in court, and on the record, including jury selection, all portions of the trial, and any special set sentencing proceeding. Trial shall not include any time awaiting a jury decision (even if Attorney is required to remain in or close by the courthouse) and also shall not include any time conferring with the Judge or any other persons off the record. In any case where Attorney has actually expended time or resources preparing for trial and, because of either a motion to dismiss by the prosecutor or the extension of a more favorable offer by the prosecution communicated on the day of trial, the need for trial is permanently eliminated, then Attorney shall nonetheless be entitled to a trial per diem in the amount of $450.00 if the matter was scheduled for a jury trial or $225.00 if the matter was scheduled for a bench trial. Attorney may seek compensation for trial per diem by submitting a claim for compensation utilizing the procedure set forth in paragraph 12.d. below. Any claims for trial per diem for matters where the trial was canceled permanently due to a better plea offer or motion to dismiss by the prosecutor on the day of trial shall include a statement that the Attorney did actually expend time or resources preparing for the trial and that the better plea offer or motion to dismiss was not fully anticipated at a time prior to the day of trial.

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

d. No claim for compensation is necessary for Attorney to receive the monthly compensation due under Section 12a. herein. As a precondition to Attorney receiving payment of the additional compensation specified under paragraphs 12.b. above, or for the specific assignment types warranting additional compensation as listed in Section 12a., Attorney must submit a claim for compensation to the PDM that includes the necessary information specified in said paragraphs (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims for compensation shall not be billable to the County. All claims for compensation shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for compensation to the PDM within sixty (60) days of Attorney becoming entitled to receive such compensation, and the County shall have the right to deny payment of any claim for compensation that is not timely submitted within said requisite sixty (60) day period.

e. If any submitted claim for compensation is disapproved by the PDM in whole or in part for any reason(s), the PDM shall promptly provide Attorney with written notice of such disapproval that specifically identifies and describes the reason(s) for disapproval ("Dispute Notice"). Upon Attorney's receipt of a Dispute Notice, Attorney must notify the PDM in writing within ten (10) business days thereafter if Attorney disputes, and desires to have the PDM reconsider, the Dispute Notice, and Attorney must include with that notice to the PDM any information and/or documentation that Attorney wants the PDM to review and consider as part of that reconsideration process (including, without limitation, full copies of any documents from the official court file relating to the particular case(s) addressed by the Dispute Notice, which court-filed documents the parties' hereby agree shall be conclusively presumed as being complete and accurate for purposes of addressing and resolving any contested Dispute Notice). If Attorney fails to duly respond

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to a Dispute Notice within said ten (10) day period, the contents of the Dispute Notice shall then become conclusively binding on Attorney and shall be used by the County to calculate and make any compensation payment to Attorney arising from the disapproved claim for compensation. If Attorney duly responds to a Dispute Notice within said ten (10) day period, and if the result of the above-referenced reconsideration process does not fully resolve the disputed issue(s) arising from the Dispute Notice, the parties may then proceed to address and resolve the disputed issue(s) pursuant to the provisions of paragraph 31 below.

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

g. The County shall have the right at any time (even after compensation has been paid to Attorney) to audit records pertaining to Attorney's case appointments under this Agreement, and if such audit determines that Attorney has lost eligibility to receive a full case equivalent credit for a particular case appointment by virtue of a substitution of counsel or withdrawal by Attorney for any other reason, the County shall then be entitled to immediately setoff and deduct any compensation amount(s) previously paid to Attorney for such case appointment, but for which Attorney is no longer eligible to receive, from any compensation amounts then due or thereafter becoming due to Attorney hereunder. Attorney's potential eligibility to receive partial credit for such cases shall be determined pursuant to above paragraphs 8.(xi) and 12.f.

h. To assist County in maintaining accurate caseload records, Attorney shall provide County with monthly caseload reports, containing an accurate listing of cases and other matters appointed during the month. These reports shall use the form and format prescribed by County, and are due on the 15th day of the following month. For example, the caseload report for February, 2022 is due by March 15, 2022. Failure to submit caseload reports shall constitute a breach of this contract and Attorney's compensation may be withheld until Attorney is in compliance.

i. County will compare submitted caseload reports with its internal records and note any discrepancies. If any are found and County cannot reasonable resolve it, then Attorney will be notified of such discrepancy by way of a Discrepancy Report. Thereafter, Attorney shall be responsible for providing records sufficient to prove Attorney's appointment to the case in question and entitlement for credit. If Attorney is

unable to do so or does not do so within 10 business days of receiving a Discrepancy Report from the County, then Attorney may be regarded as having forfeited credit for the case in question.

13. **HOMICIDE/PERSISTENT OFFENDER CASES.** If Attorney wishes to be appointed to provide public defense services on Homicide and Persistent Offender cases, and is capable and certified to do so (under State court rules as well as local rules and Superior Court practices) then Attorney may be so appointed. For Homicide and Persistent Offender cases, Attorney shall be entitled to compensation in the amount of **$95 per hour, up to an initial maximum of $10,000, billed in increments of 1/10 hours**. Upon consultation, the Public Defense Manager may increase the maximum in whatever increments he sees fit, by issuing a Funding Authorization email through OPD's email-based funding authorization system.

14. **COSTS AND EXPENSES.**

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

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

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

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being eligible to be

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

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

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or any other type of legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys'

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fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings; provided that, however, the County shall, at all times, retain the full and exclusive right to control the terms and conditions of any type of settlement or other resolution of any such suit or legal proceeding. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

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

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

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

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

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County Superior Court, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and

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indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

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

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

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

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

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

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County Superior

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Court and/or the Superior Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

19. **TERMINATION.**

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

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

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

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. Attorney shall continue to receive case appointments during said sixty (60) day notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above. A sixty (60) day notice of termination given by either party under this paragraph 19.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or

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language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

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

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

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

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

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

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

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

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

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written

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request to the PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

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

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

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

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

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

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

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

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

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

26. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

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

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

31. **DISPUTE RESOLUTION.**

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

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complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs.

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

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

32. **NOTICES.**

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

Public Defense Manager
Benton County Office of Public Defense

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7122 West Okanogan Place, Ste #A220
Kennewick, WA 99336

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

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

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

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

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

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Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit “A” to this Agreement, the acknowledgement of which, by Attorney’s affirmative signature, is required to fully execute this Agreement.

## SIGNATURES APPEAR ON FOLLOWING PAGE

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

**BENTON COUNTY**

Date_____

Chairman of the Board

Chairman Pro Tem

Commissioner

Constituting the Board of County Commissioners for Benton County, Washington

Attest:

Clerk of the Board

**Approved as to Form and Content**

DocuSigned by:
Charlie Dow
B3E112DB2A594A8...
Charles Dow
Public Defense Manager

**ATTORNEY**

Date 1/31/2024

DocuSigned by:
Dennis Hanson
509C5AA5E5C84B8...
**Dennis A. Hanson,** WSBA **#41655**
*Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.*

**SIGNING AUTHORITY FOR FIRM** (required if attorney is an associate with a law firm)

, WSBA
*I am a principal with signing authority for . I acknowledge and understand that the above-referenced Attorney, who is an associate with my firm, is about to enter into a public defense agreement with Benton County. I consent to this agreement, represent that my firm has sufficient resources to assist Attorney in faithfully carrying out his/her obligations pursuant to this Agreement and in complying with Washington State public defense laws, rules, and standards.*

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# EXHIBIT A

## PERFORMANCE STANDARDS MONITORING

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

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

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

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

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

Attorney acknowledgment:

DocuSigned by:
Dennis Hanson
1E09CBAAFEED4B6...

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

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 2/13/24 |
| **Subject:** | Professional Services Agreement with John Jensen for Superior Court Adult Drug Court, Contract #BCSC24JJ001ADC |
| **Presenter:** | n/a |
| **Prepared By:** | Denise Gerry |
| **Reviewed By:** | Charlie Dow |

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

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

## Summary / Background Information

Benton County provides public defense services in Benton County Superior Court's therapeutic Adult Drug Court by way of a contract attorney. Due to attorney Deric Orr terminating his contract, there was a need for an attorney to cover this therapeutic court. Attorney John Jensen has agreed to accept this professional services agreement.

Proposed resolution and professional services agreement are attached for Board review and execution.

## Fiscal Impact

General Fund - $6,314 per month

## Recommendation

Execute resolution approving professional services agreement with attorney John Jensen for Benton County Superior Court's therapeutic Adult Drug Court.

## Suggested Motion

Approve with consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF AWARDING AND EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY JOHN JENSEN, CONTRACT #BCSC24JJ001ADC TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO DEFENDANTS PARTICIPATING IN THE BENTON COUNTY ADULT DRUG COURT PROGRAM**

**WHEREAS,** Benton County is obligated by law to provide indigent defense services in Benton County Superior Court for defendants participating in, or contemplating participation in the Benton County Adult Drug Court program ("Drug Court Cases"); and

**WHEREAS,** Benton County provides for representation in Adult Drug Court cases by way of a contract attorney; and

**WHEREAS,** the existing agreement has been terminated with attorney Deric Orr and there is a need for a contract attorney; and

**WHEREAS,** after a Request for Qualifications ("RFQ") was held and applications reviewed, it was deemed appropriate to award an agreement to attorney John Jensen for public defense services on Drug Court cases in Benton County Superior Court; **NOW, THEREFORE**

**BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington, hereby approves as proposed the professional services agreement with attorney John Jensen, designated #BCSC24JJ001ADC, for services to be provided in Benton County Superior Court to defendants participating in, or contemplating participation in, Benton County Adult Drug Court, commencing February 1, 2024 and expiring December 31, 2024, with a per month compensation in the amount of $6,314.00 plus other allowable case premiums, reimbursements and other fees as provided in the professional services agreement.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, John Jensen
Copy – Auditor, Superior Court, S Godinez

C Dow

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# PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO PERSONS PARTICIPATING IN BENTON COUNTY SUPERIOR COURT ADULT DRUG COURT PROGRAM

## CONTRACT #BCSC24JJ001ADC

| CONTRACT SUMMARY | | | |
|---|---|---|---|
| **Contract Type** | **Adult Drug Court** | | |
| **Contract Number** | **BCSC24JJ001ADC** | **Contract Holder** | **John Jensen** |
| **WSBA #** | **23455** | **Effective Dates** | **February 1, 2024 – December 31, 2024** |
| **Caseload Cap** | **50 case floating cap (max slots of 50 in the program)** | **Compensation** | **$6,314.00 per month** |
| **Assigned Court** | **Superior Court Adult Drug Court** | **Compensation Structure** | ☐ **By the case**<br>☒ **Monthly**<br>☐ **Hourly**<br>☐ **By the case but paid monthly** |
| **Compensation Payable To:** | **Law Office of John Jensen PLLC** | | |

**THIS AGREEMENT** is entered into by and between **John Jensen**, attorney at law, Washington State Bar Association **# 46332** ("Attorney"), **dba Law Office of John Jensen PLLC,** and the **COUNTY of BENTON,** a State of Washington political subdivisions (the "County"), for and on behalf of the Benton County Superior Court.

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

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

B. Drug court programs, such as the Benton-Franklin Superior Court Adult Drug Court program, have been shown to reduce recidivism and save taxpayers nationwide money and resources through offering participants an alternative to full criminal prosecution at the pre-adjudication level. As such, Benton County, and Benton County Superior Court, have elected to operate such a Drug Court program.

C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to

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contract with the County to provide legal services to persons participating in the Benton County Superior Court Adult Drug Court program.

D. While the Counties of Benton & Franklin have a joint, bi-county judicial district and operate a joint Adult Drug Court, this Agreement is intended to, and shall only, provide public defense services for persons participating in said Adult Drug Court by virtue of a case filed in Benton County Superior Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **February 1, 2024**, and shall continue thereafter through and including **December 31, 2024**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law **at 7014 W. Okanogan Place, Kennewick, WA 99336-5076.** Attorney's current local office telephone **509-273-3820;** and Attorney's current office/work e-mail address is **jensenjv@gmail.com.**

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

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Attorney and persons whom Attorney is appointed to represent under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from represented persons.

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

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a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony criminal defense or criminal prosecution matters or direct experience in the specific practice areas covered by this Agreement; has not been subject to a termination proceeding involving a previous personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 18 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within three (3) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint is filed against Attorney.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

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

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

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CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff; will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than December 31st of each calendar year, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered or will enter into separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County Superior Court, the Drug Court, the Superior Court Administrator, and the PDM to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

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

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- Any criminal matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in the Benton County Superior Court in which the defendant has been admitted to, or in certain circumstances is pending admission to, the Drug Court program.

- Any post-disposition proceeding relating to the specific underlying criminal case as may be required under the rules and/or policies of the Drug Court.

6. **POST-TERMINATION REPRESENTATION.** Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. Provided that, however, unless the parties subsequently agree otherwise in writing, Attorney's duty in that regard shall terminate upon the date this Agreement terminates, and Attorney shall have no obligation to continue post-termination representation beyond that date.

7. **DRUG COURT APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent all persons participating in the Drug Court program (by and through cases filed in Benton County) solely with regard to matters relating to their participation in Drug Court: Attorney shall not represent Drug Court participants in any underlying criminal matters without specific approval from, or at the direction of, the Drug Court Judge. Attorney's representation of participants in the Drug Court program by and through cases filed in Franklin County, shall be a matter of direct contract between Attorney and Franklin County, and shall be completely and totally outside of the scope of this Agreement.

8. **CASE EQUIVALENTS AND CASELOAD.** Throughout the term of this Agreement, the Attorney shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to accurately track and monitor Attorney's appointments hereunder. For purposes of calculating Attorney's appointments under this Agreement, each appointment shall be deemed and counted as being one (1) "case equivalent." The caseload that Attorney is expected to assume, and the associated compensation, under this Agreement shall not exceed 50 participants at any given time (i.e. accounting for Benton County participants only). If the portion of Drug Court capacity allocated to participants by the Drug Court program with cases filed in Benton County increases or decreases, then the parties agree to renegotiate the compensation and other related provisions of this Agreement.

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

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action in which Attorney has not been appointed by the Drug Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Drug Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

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

11. **SCOPE OF REPRESENTATION; FILE RETENTION.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation shall include:

a. Evaluation and investigation of the underlying allegation and ensuring that the Drug Court participant's due process rights are fully protected.

b. Participating fully as a Drug Court team member, committing to the program's mission and goals and working as a full partner to ensure the program's and participant's success.

c. Fully advising Drug Court participants of their legal rights, legal options, treatment options, program terms, conditions and policies and potential sentencing outcomes while maintaining a relationship with the participant that promotes the participant's long-term best interest.

d. Monitoring participant progress and encouraging full participation in the appropriate treatment and/or other rehabilitative services.

e. Advocating for appropriate and effective incentives and sanctions in order to promote the participant's success and achieve program compliance.

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

g. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case; and Attorney shall

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use best efforts to apprise the person of any new developments in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney shall contact (preferably in person or at least via telephone) such person to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

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

i. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute misconduct under RCW Title 50 and result in the immediate and automatic termination of this Agreement:

(i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;

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

(iii) Any violent offense as defined in RCW 9.94A.030.

12. **MONTHLY COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder, Attorney shall be compensated in the amount of **$6,314.00 per month.**

All compensation shall be payable to **John Jensen** since Attorney is a principal with that law firm.

b. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2023, the above-referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date. By way of further example, if this Agreement is terminated effective November 15, 2023, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would

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not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount).

c. Attorney acknowledges and agrees that the above-stated compensation to Attorney shall constitute Attorney's full and exclusive compensation hereunder for all cases and matters handled by Attorney under this Agreement.

13. **DRUG COURT FUNDING.** Notwithstanding anything contained herein to the contrary (including, without limitation, the terms and provisions in paragraph 18 below), in the event that alternate or supplemental funding sources for the Drug Court program are either terminated or otherwise become no longer available, the County shall have the right to terminate this Agreement upon thirty (30) days written notice to Attorney.

14. **COSTS AND EXPENSES.**

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

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

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex-parte motion and court order (or other court-designated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the amounts that the County would be obligated to pay and reimburse to employees of the Benton County Superior Court under then-existing employee travel-related policies and rules.

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

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

16. **INSURANCE.**

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

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

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 16.a throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

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

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

(ii) The insurance policies required by this paragraph 16.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 16.b throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder. Provided that, however, Attorney may elect to delay and forego obtaining the Commercial General Liability insurance coverage required by this paragraph 16.b until January 1, 2009, at which time such coverage or such other coverage as may be agreed must be obtained and thereafter maintained throughout the entire remaining term of this Agreement and throughout any longer time period during which attorney is obligated to continue performing services and duties hereunder.

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c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County and their then-designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 16, and Attorney shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

17. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that an employee/representative of the County or the Drug Court or the PDM receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the County, the Superior Court Administrator and the PDM.

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

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

18. **TERMINATION.**

a. In addition to any other automatic termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Drug

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Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder.

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

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

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney shall be obligated to provide professional services throughout the full ninety (90) day period.

d. In any event, consistent with the provisions of paragraph 12.d. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination.

e. If the County decides in its discretion to provide public defense representation in Drug Court through a County agency (such as an Office of Public Defense or similar entity) that would eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can mutually coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic or in any way guaranteed.

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

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

20. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 20.a. and 20.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement. The parties expressly agree that it is permissible for Attorney to discharge his duties pursuant to this Agreement fully, or mostly through attorneys who are either shareholders or employees at his law firm (collectively "Substitute Attorneys"), namely the following:

- **Joseph White**
- **Kevin Holt**

provided that Substitute Attorneys shall, at all times while providing the services contemplated by this Agreement, be fully and completely supervised by Attorney, that Attorney takes full responsibility for the services provided by Substitute Attorneys and for Substitute Attorneys' compliance with this Agreement and that Attorney shall maintain full insurance coverage (as required by Section 16 herein) that names and covers the Substitute Attorneys fully and completely at all times.

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

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his/her sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of any Benton County Superior Court Criminal Defense Panel member during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an

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as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the Drug Court (with a copy to be provided to the Superior Court Administrator and the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

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

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 16 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

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

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

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

23. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any court other than Drug Court, provided that, and on the indispensable

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condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitations on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion. Any judicial services rendered by Attorney under this paragraph shall fully comply with all applicable Rules of Professional Conduct and Judicial Canons.

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

25. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

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

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

30. **DISPUTE RESOLUTION.**

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the

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dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Benton County Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

31. **NOTICES.**

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

Public Defense Manager
Benton County Office of Public Defense
7122 West Okanogan Place, Ste #A220
Kennewick, WA 99336

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

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

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notice of such change of address(es) in conformity with the above provisions of this paragraph for the giving of notice.

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

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

## SIGNATURES APPEAR ON FOLLOWING PAGE

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

**BENTON COUNTY**

Date_____

Chairman of the Board

Chairman Pro Tem

Commissioner

Constituting the Board of County Commissioners for Benton County, Washington

Attest:

Clerk of the Board

**Approved as to Form and Content**

DocuSigned by:
Charlie Dow
D3E112CD2A594A6...

Charles Dow
Public Defense Manager

**ATTORNEY**

Date 2/1/2024

DocuSigned by:
DA9E088D60124F6...

**John Jensen,** WSBA **#23455**

**SIGNING AUTHORITY FOR FIRM** (required if attorney is an associate with a law firm)

_____, WSBA

*I am a principal with signing authority for _____. I acknowledge and understand that the above-referenced Attorney, who is an associate with my firm, is about to enter into a public defense agreement with Benton County. I consent to this agreement, represent that my firm has sufficient resources to assist Attorney in faithfully carrying out his/her obligations pursuant to this Agreement and in complying with Washington State public defense laws, rules, and standards.*

# COMMISSIONERS' AGENDA ACTION SHEET

| | | | |
|---|---|---|---|
| **Meeting Date:** | February 13, 2024 | **Memo Date:** | January 30, 2024 |
| **Subject:** | Subdivision Vacation – SV 2023-001 | | |
| **Presenter:** | Michelle Mercer, Planning Manager | | |
| **Prepared By:** | Michelle Mercer | | |
| **Reviewed By:** | N/A | | |

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

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

## Summary / Background Information

On May 23, 2023, the Board of County Commissioners conducted a public hearing on SV 2023-001 regarding the vacation of the storm easement on Lot 11 of Cottonwood Creek Number 3. At the conclusion of the public hearing the Board made a motion to approve the vacation conditioned on the applicant completing all storm easement relocation work and recording a document to relocate the easement per the site plan submitted with the application. The applicant has completed all work and has provided the Planning Division with a copy of the recorded storm easement.

## Fiscal Impact

**Amount:** None
**Fund:** None

## Recommendation

It is the recommendation of the Planning Division that the Board of County Commissioners sign the resolution approving the subdivision vacation requested in file number SV 2023-001.

## Suggested Motion

Approve with consent agenda.

Return To:
Benton County Commissioners
P.O. Box 190
Prosser WA 99350

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING REGARDING THE PROPOSED VACATION OF THE STORM EASEMENT LOCATED ON LOT 11 OF COTTONWOOD CREEK NUMBER 3 SUBDIVISION. APPLICANT: JOHN SCHELINE, PARCEL NUMBER: 1-1188-304-0000-011 FILE NO. SV 2023-001

**WHEREAS**, the Board of County Commissioners did conduct a public hearing on Tuesday, May 23, 2023 at 9:00 a.m. in the Commissioners Meeting Room, Third Floor of the Courthouse, Prosser, Washington; and,

**WHEREAS**, the signatures of the property owners of said application includes all properties affected by this easement; and,

**WHEREAS**, upon due notice as provided in RCW 58.17.080 and 58.17.090, the hearing before the Board of County Commissioners was held on such petition as indicated above; and,

**WHEREAS**, the Board of County Commissioners agreed with the summary report from the Benton County Planning Division, retained in File No. SV 2023-001; and,

**WHEREAS**, it further appears that the vacation of the above-mentioned easement would not unduly jeopardize the health, safety, welfare, and public good; **NOW THEREFORE**,

**BE IT RESOLVED** that the vacation of the storm easement on Lot 11 of the Cottonwood Creek Number 3 Subdivision in Section 11, Township 8 North, Range 28 East, W.M. is hereby approved.

Dated this 13th day of February 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of County Commissioners of Benton County Washington.

Attest_____
Clerk of the Board

MLM
PLN/BCC/PW

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CAPITAL PROJECTS FUND AND PUBLIC SAFETY TAX FUND: EXPENDITURE CODING CORRECTION BETWEEN THE CAPITAL PROJECTS FUND 3050 AND PUBLIC SAFETY TAX FUND 1480.

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 _____, 2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: A Oropeza

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**FUND NUMBER:** 3050 and 1480
**DEPARTMENT NUMBER:** 000 and 115
**FUND NAME:** Capital Project and PST

| TRANSFER FROM: Long Account 25 digit | Account Description | AMOUNT | TRANSFER TO: Long Account 25 digit | Account Description | AMOUNT |
|---|---|---|---|---|---|
| 3050.51.000.5183010.0000.54103. | Professional Services | 1,456.58 | 1480.52.115.5236200.0000.54103. | Professional Services | 1,456.58 |
| 3050.52.000.5236200.0000.54103. | Professional Services | 18.75 | 1480.52.115.5236200.0000.54103. | Professional Services | 18.75 |
| 3050.52.000.5236200.0000.54103. | Professional Services | 15.00 | 1480.52.115.5236200.0000.54103. | Professional Services | 15.00 |
| 3050.52.000.5236200.0000.54103. | Professional Services | 18.75 | 1480.52.115.5236200.0000.54103. | Professional Services | 18.75 |
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| | **TOTAL** | **$ 1,509.08** | | **TOTAL** | **$ 1,509.08** |

rev 09.2023

**EXPLANATION:**

2023 Expenses related to the Shooting Range.
These should have been paid for by the Public Safety Tax Fund, which is paying for the project.

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

| Vendor # | Vendor Name | Document No. | Invoice | Project code (if applicable) From: | Project code (if applicable) To: |
|---|---|---|---|---|---|
| 999998 | INTUIT PAYMENTS | 32212 | 39737 | | |
| 103212 | MOUNT'S LOCK, KE | 37401 | 38305467758904 | | |
| 103212 | MOUNT'S LOCK, KE | 32138 | 30300577270278 | | |
| 103212 | MOUNT'S LOCK, KE | 32631 | 38301961605982 | | |

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**RETURN TO**: Auditor's Office, Accounting Department

Prepared By: DATE:

Aimee Otropeza 1/30/2024

Approved:

Chairman of the Board

Chairman Pro Tem

Commissioner

**AUDITOR'S USE ONLY:**

Keyed:

Date:

Initials:

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BEHAVIORAL HEALTH FUND THERAPEUTIC COURTS DEPARTMENT AND PUBLIC SAFETY TAX FUND THERAPEUTIC COURTS DEPARTMENT AND CENTRAL SERVICES FUND: EXPENDITURE CODING CORRECTION BETWEEN BEHAVIORAL HEALTH FUND 1600 THERAPEUTIC COURTS DEPARTMENT 112 PUBLIC SAFETY TAX FUND 1480 THERAPEUTIC COURTS DEPARTMENT 112 AND CENTRAL SERVICES FUND 5020.

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 _____, 2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Auditor, Therapeutic Courts, IT

prepared by: RHeard

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**FUND NUMBER:** 5020
**DEPARTMENT NUMBER:** 000
**FUND NAME:** Central Services

| **TRANSFER FROM:** | | | **TRANSFER TO:** | | |
|---|---|---|---|---|---|
| **Long Account** 25 digit | **Account Description** | **AMOUNT** | **Long Account** 25 digit | **Account Description** | **AMOUNT** |
| 1480.51.112.5124200.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 1480.51.112.5124200.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 1480.51.112.5124200.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 1480.51.112.5124200.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 1600.51.112.5124200.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 1600.51.112.5124200.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 1600.51.112.5124200.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 1600.51.112.5124200.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 1600.51.112.5124200.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
| 1600.51.112.5124200.0000.54503. | Rentals-Office Equipment | 155.91 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 155.91 |
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| | **TOTAL** | **$ 1,559.10** | | **TOTAL** | **$ 1,559.10** |

rev 09.2023

**EXPLANATION:**

Theraputic Court's 10 invoices linked below will need to be recoded to IT's 54503 budget, IT will be taking over making the monthly lease payments for the Ricoh Copier.

# BENTON COUNTY

## EXPENDITURE CODING CORRECTIONS

| Vendor # | Vendor Name | Document No. | Invoice | Project code (if applicable) From: | Project code (if applicable) To: |
|---|---|---|---|---|---|
| 103755 | Ricoh | 28709 | 106857156 | | |
| 103755 | Ricoh | 32983 | 106941417 | | |
| 103755 | Ricoh | 36141 | 107013611 | | |
| 103755 | Ricoh | 42390 | 107109755 | | |
| 103755 | Ricoh | 1711 | 107195521 | | |
| 103755 | Ricoh | 4788 | 107304042 | | |
| 103755 | Ricoh | 10695 | 107423609 | | |
| 103755 | Ricoh | 15844 | 107507563 | | |
| 103755 | Ricoh | 19241 | 107601417 | | |
| 103755 | Ricoh | 22781 | 107688663 | | |
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**RETURN TO**: Auditor's Office, Accounting Department

Prepared By: Robert Heard DATE: 2/6/2024

Approved:

Chairman of the Board

Commissioner

Commissioner

**AUDITOR'S USE ONLY:**

Keyed:

Date:

Initials:

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PUBLIC SAFETY TAX FUND SHERIFF PATROL DEPARTMENT AND CENTRAL SERVICES FUND: EXPENDITURE CODING CORRECTION BETWEEN PUBLIC SAFETY TAX FUND 1480 SHERIFF PATROL DEPARTMENT 121 AND CENTRAL SERVICES FUND 5020.

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 _____, 2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Auditor, Sheriff, IT

prepared by: RHeard

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

**FUND NUMBER:** 5020
**DEPARTMENT NUMBER:** 000
**FUND NAME:** Central Services

| **TRANSFER FROM:** | | | **TRANSFER TO:** | | |
|---|---|---|---|---|---|
| **Long Account** 25 digit | **Account Description** | **AMOUNT** | **Long Account** 25 digit | **Account Description** | **AMOUNT** |
| 1480.52.121.5212100.0000.54907. | Rentals-Office Equipment | 194.52 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 194.52 |
| 1480.52.121.5212100.0000.54907. | Rentals-Office Equipment | 134.94 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 134.94 |
| 1480.52.121.5212100.0000.54907. | Rentals-Office Equipment | 34.03 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 34.03 |
| 1480.52.121.5212100.0000.54907. | Rentals-Office Equipment | 356.37 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 356.37 |
| 1480.52.121.5212100.0000.54907. | Rentals-Office Equipment | 176.40 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 176.40 |
| 1480.52.121.5212100.0000.54907. | Rentals-Office Equipment | 317.84 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 317.84 |
| 1480.52.121.5212100.0000.54907. | Rentals-Office Equipment | 99.71 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 99.71 |
| 1480.52.121.5212100.0000.54907. | Rentals-Office Equipment | 118.79 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 118.79 |
| 1480.52.121.5212100.0000.54907. | Rentals-Office Equipment | 118.79 | 5020.51.000.5188100.0000.54503. | Rentals-Office Equipment | 118.79 |
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| | **TOTAL** | **$ 1,551.39** | | **TOTAL** | **$ 1,551.39** |

rev 09.2023

**EXPLANATION:**

PSST Sheriff Department's 9 invoices linked below will need to be recoded to IT's 54503 budget, IT will be taking over making the monthly lease payments for the Ricoh Copiers.

# BENTON COUNTY
## EXPENDITURE CODING CORRECTIONS

| Vendor # | Vendor Name | Document No. | Invoice | Project code (if applicable) From: | Project code (if applicable) To: |
|---|---|---|---|---|---|
| 103755 | Ricoh | 106899377 | 106899377 | | |
| 103755 | Ricoh | 106899380 | 106899380 | | |
| 103755 | Ricoh | 106899384 | 106899384 | | |
| 103755 | Ricoh | 107152696 | 107152696 | | |
| 103755 | Ricoh | 107258424 | 107258424 | | |
| 103755 | Ricoh | 107645912 | 107645912 | | |
| 103755 | Ricoh | 107645913 | 107645913 | | |
| 103755 | Ricoh | 107729586 | 107729586 | | |
| 103755 | Ricoh | 107809569 | 107809569 | | |
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**RETURN TO**: Auditor's Office, Accounting Department

Prepared By: Robert Heard DATE: 2/6/2024

Approved:

Chairman of the Board

Commissioner

Commissioner

**AUDITOR'S USE ONLY:**

Keyed:

Date:

Initials:

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 02/13/2024 |
| **Subject:** | Authorization to Digitally Sign the Submittal Certification of the 2024 Road Levy Certification and Estimated Revenue |
| **Presenter:** | N/A |
| **Prepared By:** | Shela Berry |
| **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:** | |
|---|---|---|
| ☒ Consent Agenda | ☐ Discussion Only (1st) | ☐ Pass Motion |
| ☐ Public Hearing | ☐ Discussion Only (2nd) | ☒ Pass Resolution |
| ☐ Scheduled Business | ☐ Decision/Direction | ☐ Pass Ordinance |
| | ☐ Sign Letter/Document | ☐ Execute Contract |

## Summary / Background Information

The Road Department is required annually to digitally submit the annual road levy certifications and estimated revenues produced per WAC 136-150-021.

This resolution authorizes the Road Department and the Chairman of the Board to digitally sign the 2024 certification and submit to CRAB as required.

## Fiscal Impact

**Amount: N/A**

**Fund: 1010 County Roads**

## Recommendation

The Road Department is requesting the Board approve the attached Resolution and authorize the Chairman of the Board and the County Engineer to digitally sign the certification for the 2024 Road Levy Certification and estimated revenues.

## Suggested Motion

Approve as part of Consent Agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF BENTON COUNTY ROADS RE: DIGITAL SUBMITTAL CERTIFICATION OF THE 2024 ROAD LEVY CERTIFICATION AND ESTIMATED REVENUE PRODUCED**

**WHEREAS**, WAC 136-150-021 requires that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted for traffic law enforcement and any other purpose from diverted road levy for the coming year to the County Road Administration Board no later than March 1st of each year; and

**WHEREAS,** the certification has been prepared and will be digitally signed and submitted to the County Road Administration Board; and

**WHEREAS,** the County Road Administration Board requires certification of the Digital Form to be digitally signed and submitted by the County Engineer and the County Legislative Authority; and

**WHEREAS,** the Board of Benton County Commissioners constitutes the legislative authority of Benton County; **NOW, THEREFORE,**

**BE IT RESOLVED** that the attached Certification of the 2024 Road Levy, and Estimated Revenue Produced is hereby approved by the Board; and

**BE IT FURTHER RESOLVED** that the County Engineer is authorized to digitally sign and submit the attached 2024 Road Levy Certification on behalf of Benton County; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to digitally sign the attached 2024 Road Levy Certification on behalf of Benton County.

Dated this _____ day of _____2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Attest:

Constituting the Board of County Commissioners
Benton County, Washington

_____
Clerk of the Board

Original: Public Works

S. Berry

# Certification of the
# Road Levy and Estimated Revenue Produced
## Benton
## 2024

| | |
|---|---|
| **Total County Valuation:** | **$34,299,966,605.00** |
| **Road District Valuation:** | **$7,214,379,650.00** |
| **Highest Lawful Road Levy:**<br>Line I, highest Lawful Levy Calculation form, DOR form REV 64-0007 | **$8,778,644.95** |
| **County Road Levy Shifted to Curent Expense**<br>per RCW 84.52.043 | **$0.00** |
| **Adjusted Highest Lawful Road Levy:** | **$8,778,644.95** |
| **Actual Adopted/Extablished Road Levy:**<br>Levy Fixed in Accordance with RCW 36.40.090<br>(Do include any refund levy amounts) | **$7,708,184.16** |
| **Banked Capacity to Carryover to 1983**<br>Road District Only | **$1,070,460.79** |

---

## County Road Property Tax Revenues Diverted For Other Unincorporated Purposes in Accordance with RCW 36.33.220, RCW 39.89, or RCW 84.55.050

| Service to be Provided | Diverted Levy Amount |
|---|---|
| **RCW 36.33.220** | **$650,513.84** |
| **Total Diverted Road Levy:** | **$650,513.84** |
| **Road Levy Revenue Remaining for Roads:** | **$7,057,670.32** |

**Copy of Authorizing Resolution/Ordinance:** 2023_788.pdf

---

## Road Funds Budgeted to Be Used for Traffic Law Enforcement

| | |
|---|---|
| **Traffic Law Enforcement Funded Through Operating Transfer (per agreeement)** | **$0.00** |
| **Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement)** | **$0.00** |
| **Total Budgeted Road Fund Expenditures for Traffic Enforcement** | **$0.00** |

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD, FUND NUMBER 1010, DEPARTMENT NUMBER 500.

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

Dated this _____ day of _____, _____

_____
Chairman

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

S. Berry

EXHIBIT "A"

# BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: Road  Dept Nbr: 500

Fund Name: County Road  Fund Nbr: 1010

TRANSFER FROM: TRANSFER TO:

| BASE SUB (7 digit) | LINE ITEM (5 digit) | LINE ITEM NAME | AMOUNT | BASE SUB (7 digit) | LINE ITEM (5 digit) | LINE ITEM NAME | AMOUNT |
|---|---|---|---|---|---|---|---|
| 5423150 | 54100 | Professional Services | $350,000 | 5944200 | 56400 | Equipment | $350,000 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL | | | $350,000 | TOTAL | | | $350,000 |

Explanation:

The Benton County Board of Commissioners approved the purchase of a vactor truck for the Road Department per Res. No. 2022-254 for the 2023/2024 budget cycle. The Vactor was ordered in 2022 and became available to ship, February of 2024. This line item transfer will move over the necessary funds to purchase the Vactor.

Prepared by: S. Berry  Date: 29-Jan-2024

Approved ❑  Denied ❑  Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | February 13, 2024 |
| **Subject:** | Execution of Change Order #2 Ratifying Change Order Proposal No. 3 to JRT Mechanical, Inc. contract for the Benton County Coroner's Autopsy Ventilation Upgrade Project |
| **Presenter:** | |
| **Prepared By:** | D. Hope |
| **Reviewed By:** | Procurement |

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

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

## Summary / Background Information

On March 28, 2023, the Board of County Commissioners approved Resolution 2023-278 and executed a contract with JRT Mechanical, Inc., Pasco Washington for Benton County Coroner's Autopsy Ventilation Upgrade Project in the amount of $157,719.00.

On October 24, 2023, the Board of County Commissioners approved Resolution 2023-0721 and executed Change Order #1 in the amount of $3,184.00 increasing the overall contract amount to $160,903.00.

Change Order No. 2 is needed for labor and materials for the additional electrical connections from the fuse box to the panel in the amount of $6,100.00 excluding WSST, for a new contract amount of $167,003.00 excluding WSST.

The Director of Operations and Capital Programs has reviewed the proposed change orders and the Deputy County Administrator has signed the same. Pursuant to the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) the Board of County Commissioners needs to ratify the Change Orders.

## Fiscal Impact

**Amount:** $6,100.00 excluding WSST

**Fund:** **ARPA Funds**

## Recommendation

Ratify Change Order No. 2 to JRT Mechanical, Inc. contract for the Benton County Coroner's Autopsy Ventilation Upgrade Project as presented.

## Suggested Motion

Approve as part of the consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF RATIFYING CHANGE ORDER NO. 2 TO JRT MECHANICAL, INC. CONTRACT FOR BENTON COUNTY CORONER'S AUTOPSY VENTILATION UPGRADE PROJECT**

**WHEREAS,** on March 28, 2023, the Board of County Commissioners approved Resolution 2023-278 and executed a contract with JRT Mechanical, Inc. for Benton County Coroner's Autopsy Ventilation Upgrade Project in the amount of $157,719.00; and

**WHEREAS,** on October 24, 2023, the Board of County Commissioners approve Resolution 2023-0721 and executed Change Order #1 in the amount of $3,184.00 increasing the overall contract amount to $160,903.00; and

**WHEREAS,** Change Order No. 2 is needed for labor and materials for the additional electrical connections from the fuse box to the panel in the amount of $6,100.00 excluding WSST, for a new contract amount of $167,003.00 excluding WSST; and

**WHEREAS,** the Director of Operations and Capital Programs has reviewed and the Deputy County Administrator has signed Change Order No. 2; and

**WHEREAS,** the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners ratify change orders; **NOW THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners hereby ratifies Change Order No. 2, attached hereto, to the contract executed by Resolution 2023-278 with JRT Mechanical, Inc. for the Benton County Coroner's Autopsy Ventilation System Upgrade Project in the amount of $6,100.00; and

**BE IT FURTHER RESOLVED,** the total contract amount will increase $6,100.00, excluding WSST for a new contract amount not to exceed $167,003.00 excluding WSST.

Dated this 13th day of February 2024.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

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

JRT Mechanical Inc
Electrical Service Solutions
2300 N Commercial Avenue
Pasco, WA 99301

Please Remit all payments to:
2300 N Commercial Avenue
Pasco, WA 99301

**BILL TO**
Benton County Coroner Office
7122 West Okanogan Place #C
Kennewick, WA 99336 USA

| ESTIMATE | ESTIMATE DATE |
|---|---|
| 37613360 | Jan 09, 2024 |

**JOB ADDRESS**
Benton County Coroner Office
7122 West Okanogan Place #C
Kennewick, WA 99336 USA

**Job:**

## ESTIMATE DETAILS

Coroners Office Change Order: Labor And Material: Adding and wiring fuse disconnect and connecting to panel.
(1)Fuse disconnect
(1)Fuse
(1)Pull box
(1)Wire (to go from fuse box to CT panel)
(1)Lashing (To lash wiring in side CT panel)

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| 40-20-500 00 Electrical (1) | Labor and Material Electrical install:<br>Labor And Material: Adding and wiring fuse disconnect and connecting to panel.<br>Re pipe conduit from panel to to new fuse disconnect location<br>(1)Fuse disconnect<br>(1)Fuse<br>(1)Pull box<br>(1)Wire (to go from fuse box to CT panel)<br>(1)Lashing (To lash wiring in side CT panel | 1.00 | $6,100.00 | $6,100.00 |

| | |
|---|---|
| **SUB-TOTAL** | $6,100.00 |
| **302 - KENNEWICK 8.7%** | $530.70 |
| **TOTAL** | $6,630.70 |

Thank you! We appreciate your business!

Warranty

- JRT Mechanical, Inc warrants that all work has been performed in a workmanlike manner and according to best practices.
- New Install: All work, material and equipment supplied by JRT Mechanical will be free from faults and defects for a period of one (1) year from the date of install.
- Repair work: All work, materials and equipment supplied by JRT Mechanical will be free from faults and defects for a period of thirty (30) days from the date of repair.
- Drain Cleaning Work: No Guarantee
- Warranty will be null and void if equipment is not maintained per manufacturer's recommendations.

## CUSTOMER AUTHORIZATION

The summary above is furnished by JRT Mechanical Tri-Cities - Electrical Service as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed. (ESTIMATE IS VALID FOR 30 DAYS)

Signature Date 1/30/2024

Matt Rasmussen

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | February 13, 2024 |
| **Subject:** | Ratifying Change Order No. 1 to DeAtley Crushing Co. Contract for C.E. 2146 CRP – 2023 Crushing Project |
| **Presenter:** | |
| **Prepared By:** | D. Hope |
| **Reviewed By:** | Procurement |

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

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

## Summary / Background Information

On January 9, 2024 the Board of County Commissioners approved Resolution 2024-0029 and executed a contract with DeAtley Crushing Co. for C.E. 2146 CRP – 2023 Crushing Project in the amount of $1,384,878.15.

Change Order No. 1 is needed to change the spec of rock called for in the contract. The contract will be increased by $287,749.00, excluding WSST, for a new contract amount of $1,672,627.15.

The Project Engineer, County Administrator, Prime Contractor and County Engineer have signed Change Order No. 1. Pursuant to the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) the Board of County Commissioners needs to ratify the Change Order.

## Fiscal Impact

**Amount:** **$287,749.00** excluding WSST

**Fund:** **Road Fund**

## Recommendation

Ratify Change Order No. 1 to DeAtley Crushing Co. contract for C.E. 2146 CRP – 2023 Crushing Project as presented.

## Suggested Motion

Approve as part of the consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF RATIFYING CHANGE ORDER NO. 1 TO DEATLEY CRUSHING CO. CONTRACT FOR C.E. 2146 CRP – 2023 CRUSHING PROJECT**

**WHEREAS,** on January 9, 2024 the Board of County Commissioners approved Resolution 2024-0029 and executed a contract with DeAtley Crushing Co for – C.E. 2146 CRP 2023 Crushing Project in the amount of $1,384,878.15; and

**WHEREAS,** Change Order No. 1 is needed to change the spec of rock called for in the original contract. The contract will be increased by $279,749.00, excluding WSST, for a new contract amount of $1,672,627.15; and

**WHEREAS,** the Project Engineer, County Administrator, Prime Contractor and County Engineer have reviewed and signed Change Order No. 1; and

**WHEREAS,** the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners ratify change orders; **NOW THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners hereby ratifies Change Order No. 1, attached hereto, to the contract executed by Resolution 2024-0029 with DeAtley Crushing Co. for – C.E. 2146 CRP 2023 Crushing Project; and

**BE IT FURTHER RESOLVED,** the total contract amount will increase $279,749.00 for a new contract amount not to exceed $1,672,627.15 excluding WSST.

Dated this 13th day of February 2024.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

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

DocuSign Envelope ID: 1F7BF2D9-9F42-473D-866C-7BB3D329A59F

# Change Order

| Contract Number | Contract Title | Federal Aid Number |
|---|---|---|
| CE 2146 | 2023 CRUSHING Project | |
| Change Order Number<br>01 | Change Description<br>Changing the rock speck on the 3/8-#10 screenings. | Date<br>January 24, 2024 |
| Prime Contractor/Design-Builder<br>DeAtley Crushing Co. | | |

[X] Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

[ ] Change proposed by Contractor/Design-Builder

This change order is to change the 3/8-#10 specification. The specification put out in the contract was not the specification the county uses for the 3/8-#10 chip.

| Item No. | Description | Quantity | Original Unit Price | Total | New Unit Price | Total | Difference |
|---|---|---|---|---|---|---|---|
| 2 | CRUSHED SCREENINGS 3/8-#10 HORRIGAN PIT R-126 | 11200 | $6.67 | $74,704.00 | $13.63 | $152,656.00 | $77,952.00 |
| 4 | CRUSHED SCREENINGS 3/8-#10 CHERRY LANE PIT R-52 | 30100 | $6.72 | $202,272.00 | $13.69 | $412,069.00 | $209,797.00 |
| | Total | | | $276,976.00 | | $564,725.00 | $287,749.00 |
| | Original contract amount | | | $1,384,878.15 | | | |
| | New contract amount | | | $1,672,627.15 | | | |

| Verbal Approval Date | | Working Days +/- | |
|---|---|---|---|
| 1/18/2024 | | 10 working days | |
| Original Contract Amount | Current Contract Amount | Est. Net Change This C.O. | Est. Contract Amount |
| $1,384,878.15 | $1,384,878.15 | $287,749.00 | $1,672,627.15 |

| | | | | | |
|---|---|---|---|---|---|
| [X] | Approval Recommended<br>DocuSigned by: Tavis Hatfield<br>Project Engineer | 1/28/2024<br>Date | [ ] | Approved<br>DocuSigned by: Jerrod MacPherson<br>County Administrator | 2/2/2024<br>Date |
| [ ] | Approval Recommended<br>DocuSigned by: Aaron Fitting<br>By Prime Contractor | 1/29/2024<br>Date | [ ] | Approved<br>DocuSigned by: Matt Rasmussen<br>County Engineer | 1/29/2024<br>Date |

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | February 13, 2024 |
| **Subject:** | Execution of lease agreement with Desert Land, LLC for lease of Travis Quarry |
| **Presenter:** | |
| **Prepared By:** | D. Hope |
| **Reviewed By:** | Procurement, LeeAnn Holt, Clayton Rawlings |

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

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

## Summary / Background Information

Resolution 2019-822 approved a lease agreement with Desert Land, LLC allowing Benton County to crush and stockpile road surfacing materials at the site known as Travis Quarry R-128, located Travis Road. This agreement was for a period of five (5) years beginning on July 2, 2018 and expiring June 30, 2023. At the end of that period, the agreement could be renewed if agreeable to both parties. The parties are agreeable to a new lease agreement and have negotiated a lease agreement for a ten (10) year term beginning on July 1, 2023 and ending on June 30, 2033.

Lease payments will be $1,000.00 per year for a total lease amount of $10,000.00 and will be paid in January for the previous year. Consideration for the privilege to crush surfacing materials at Travis Quarry will be paid at the rates set forth in the lease agreement upon completion of the crushing contract on the lease premises.

## Fiscal Impact

**Amount:** $10,000.00 in lease payments plus any royalty payments due for crushing pursuant to the schedule out lined in the lease agreement

**Fund:** Road Fund

## Recommendation

The Public Works Manager recommends that the Board approve the lease agreement between Desert Land, LLC and Benton County allowing Benton County to crush and stockpile road surfacing materials at the site known as Travis Quarry for a ten (10) year term commencing on July 1, 2023 and ending on June 30, 2033.

## Suggested Motion

Approve as part of the consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF BENTON COUNTY ROADS RE: LEASE AGREEMENT WITH DESERT LAND, LLC TO PERMIT BENTON COUNTY PUBLIC WORKS DEPARTMENT TO CRUSH AND STOCKPILE ROAD SURFACING MATERIALS AT THE SITE KNOWN AS TRAVIS QUARRY R-128**

**WHEREAS,** Resolution 2019-822 approved a lease agreement with Desert Land, LLC allowing Benton County to crush and stockpile road surfacing materials at the site known as Travis Quarry; and

**WHEREAS,** the agreement expired on June 30, 2023 and could be renewed if the parties were agreeable; and

**WHEREAS,** a new Lease Agreement has been prepared between Desert Land, LLC., the landowner, and Benton County to allow Benton County to crush and stockpile road surfacing materials at the site known as Travis Quarry R-128 for a ten (10) year term beginning on July 1, 2023 and ending on June 30, 2033; and

**WHEREAS,** the Lease Agreement states that Benton County will pay $0.65 per cubic yard of shot rock used by Benton County maintenance crews and consideration for the privilege to crush surfacing materials as outlined in the lease agreement; and

**WHEREAS,** lease payments will be paid in January for the previous year in the amount of $1,000.00 per year for ten (10) years, for a total of $10,000.00 for crushing and stockpiling of crushed surfacing material; and

**WHEREAS,** the Public Works Manager recommends that the Board approve the lease agreement between Desert Land, LLC and Benton County; **NOW, THEREFORE,**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby approves and authorizes the Chairman or the Chairman Pro-Tem to sign the lease agreement between Benton County and Desert Land, LLC to crush and stockpile road surfacing materials at the site known as Travis Quarry commencing on July 1, 2023 and expiring on June 30, 2033 for a total amount of $10,000 plus any consideration for crushing and or use of shot rock; and

Orig: Purchasing Department D. Hope
cc: Auditor, PA, Desert Land, LLC

**BE IT FURTHER RESOLVED,** the lease payments will be paid in January for the previous year.

**Dated this 13th day of February 2024**

**Chairman of the Board**

**Chairman Pro Tem**

**Commissioner**

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

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

Orig: Purchasing Department D. Hope
cc: Auditor, PA, Desert Land, LLC

Filed for Record at Request of:
Benton County Engineer
P.O. Box 1001
Prosser, WA 99350

**Document Title:** Lease Agreement
**Reference Number of Related Documents:**
**Grantor(s):** Desert Land, LLC
**Grantee(s):** Benton County
**Legal Description:** A portion of the NE ¼ of Section 5, Township 7 North, Range 27 East, W.M.
**Assessor's Tax Parcel Number:** 1-0577-000-0000-000

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") entered into this 29 day of Janvary, ~~2023~~ 2024, by and between Desert Land, LLC, a Washington Limited Liability Company ("Owner"), and BENTON COUNTY, a political subdivision of the State of Washington, is made for the purpose of permitting Benton County Public Works Department to crush and stockpile road surfacing materials on the following described parcel of land commonly known as the Travis Quarry ("Premises"):

Commencing at the Northeast corner of Section 5, Township 7 North, Range 27 East, W.M.; thence West along the North Line of said Section, 978.00 feet to the True Point of Beginning; thence South 48°46'00" West 1,081.10 feet; thence South 35°36'00" West 498.80 feet; thence South 53°44'00" East 260.00 feet; thence North 35°36'00" East 468.79 feet; thence North 48°46'00" East 1,351.46 feet to the North line of said Section 5; thence West along said Section line 395.48 feet to the True Point of Beginning.

Contains 9.90 acres more or less.

AND,

Commencing at the Northeast corner of Section 5, Township 7 North, Range 27 East, W.M.; thence West along the North Line of said Section, 1,526.92 feet to the True Point of Beginning; thence South 51°49'00" West 774.06 feet; thence South 30°47'00" West 486.02 feet; thence South 53°44'00" East 100.46 feet; thence North 30°47'00" East 475.20 feet; thence North 51°49'00" East 747.50 feet; thence North 46°34'00" East 122.60 feet to the North Line of said Section 5; thence West along said Section line 143.62 feet to the True Point of Beginning.

Contains 2.99 acres more or less

EXCEPT County Road right of way.

The following is agreed upon by both parties:

1. The period of this Agreement shall be ten (10) years beginning July 1, 2023 and ending June 30, 2033. At the end of such period, this Agreement may be renewed if agreeable to both parties.

2. The Benton County Public Works Department is permitted to crush road surfacing materials within the Premises .

3. The South 100.00 feet of the North 130.00 feet of said tract shall be reserved for a farm machinery crossing.

4. The Owner is permitted to enter in or upon the Premises at any time.

5. The Benton County Public Works Department will maintain a surface mining permit from the Department of Natural Resources and comply with the conditions thereof.

6. The consideration for the privilege to crush surfacing materials on the Premises is $0.65 per ton of rock produced, said consideration to be paid upon completion of each crushing contract on said land. In lieu of a cash payment, the Owner may obtain the same value in crushed surfacing materials. Measurement of rock will be made in the processed state; that is, pay quantities shall be based upon the amount of crushed rock produced. If removal of objectionable material from the quarry rock is required to produce a product which will meet State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, the removed material will not be a pay item in this agreement unless such removed materials or shot rock is actually used, and payment for shot rock or objectionable material will be $0.65 per cubic yard as measured in the truck. The consideration for the privilege to stockpile surfacing materials on the Premises is $1,000.00 per year. Payment to stockpile crushed surfacing materials will be paid each January for the previous year.

Consideration for the privilege to crush surfacing materials will be increased according to the following schedule:

| | |
|---|---|
| July 2025 | $0.66 per ton |
| July 2027 | $0.67 per ton |
| July 2029 | $0.68 per ton |
| July 2031 | $0.69 per ton |

7. The Benton County Public Works Department or its contractors may enter in or upon the Premises at any time for the purpose of crushing and removing crushed rock and for other operations connected with the normal operations of a quarry site.

8. Benton County shall hold Owner harmless from any claims or actions arising out of Benton County's use of said Premises, including the cost of defending said claims.

9. Upon the expiration of this Agreement, all materials owned by Benton County will be removed from the Premises.

**[Signatures to appear on the following pages]**

SIGNED this 29th day of January, ~~2023~~ 2024.

**OWNER:**

Gary Moore, for Desert Land, LLC

Carl Thomas Moore, for Desert Land, LLC

SIGNED this _____ day of _____, ~~2023~~ 2024.

**BENTON COUNTY:**

_____
Chairman, Board of County Commissioners

_____
Chairman, ProTem

_____
Commissioner

***Approved as to form:***

LeeAnn Holt, Civil Deputy Prosecuting Attorney

02/01/24
Date

**STATE OF WASHINGTON )**
**) ss.**
**COUNTY OF Benton )**

On this 29 day of January, ~~2023~~ 24, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared GARY MOORE, to me known to be a qualified representative of DESERT LAND, LLC, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said organization, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for and on behalf of DESERT LAND, LLC.
Witness my hand and official seal hereto affixed the day and year first above written.

JESSICA HARRIS NOTARY PUBLIC 22016739 COMMISSION EXPIRES 4-18-26 STATE OF WASHINGTON

Notary Public in and for the State of Washington,
Residing at: Benton County
My Commission expires: 4-18-26

**STATE OF WASHINGTON** )
) **ss.**
**COUNTY OF** Benton )

On this 29 day of January, ~~2023~~ 2024, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared CARL THOMAS MOORE, to me known to be a qualified representative of DESERT LAND, LLC, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said organization, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for and on behalf of DESERT LAND, LLC.

Witness my hand and official seal hereto affixed the day and year first above written.

JESSICA HARRIS NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 4-18-26 22016739

Jessica Harris
Notary Public in and for the State of Washington,
Residing at: Benton County
My Commission expires: 4-18-26

**STATE OF WASHINGTON** )
) **ss.**
**COUNTY OF** Benton )

On this __ ___ day of ___, ___ ___, ~~2023~~ 2024, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared _____, _____, and _____ to me known to be the Chairman and Members, respectively, of the BOARD OF COUNTY COMMISSIONERS of Benton County, Washington, the political subdivision that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said subdivision, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said subdivision.

Witness my hand and official seal hereto affixed the day and year first above written.

_____
Notary Public in and for the State of Washington,
Residing at: _____
My Commission expires: _____

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | February 13, 2024 |
| **Subject:** | Execution of lease agreement with Sutoga, LLC for lease of C. Moore Quarry |
| **Presenter:** | |
| **Prepared By:** | D. Hope |
| **Reviewed By:** | Procurement, LeeAnn Holt, Clayton Rawlings |

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

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

## Summary / Background Information

Resolution 2019-820 approved a lease agreement with Sutoga, LLC allowing Benton County to crush and stockpile road surfacing materials at the site known as C. Moore Quarry R-185, located at the top of Webber Canyon on County Well Road. This agreement was for a period of five (5) years beginning on July 1, 2018 and expiring June 30, 2023. At the end of that period, the agreement could be renewed if agreeable to both parties. The parties are agreeable to a new lease agreement and have negotiated a lease agreement for a ten (10) year term beginning on July 1, 2023 and ending on June 30, 2033.

Lease payments will be $1,000.00 per year for a total lease amount of $10,000.00 and will be paid in January for the previous year. Consideration for the privilege to crush surfacing materials at C. Moore Quarry will be paid at the rates set forth in the lease agreement upon completion of the crushing contract on the lease premises.

## Fiscal Impact

**Amount:** $10,000.00 in lease payments plus any royalty payments due for crushing pursuant to the schedule outlined in the lease agreement

**Fund:** Road Fund

## Recommendation

The Public Works Manager recommends that the Board approve the lease agreement between Sutoga, LLC and Benton County allowing Benton County to crush and stockpile road surfacing materials at the site known as C. Moore Quarry for a ten (10) year term commencing on July 1, 2023 and ending on June 30, 2033.

## Suggested Motion

Approve as part of the consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF BENTON COUNTY ROADS RE: LEASE AGREEMENT WITH SUTOGA, LLC TO PERMIT BENTON COUNTY PUBLIC WORKS DEPARTMENT TO CRUSH AND STOCKPILE ROAD SURFACING MATERIALS AT THE SITE KNOWN AS C. MOORE QUARRY R-185**

**WHEREAS,** Resolution 2019-820 approved a lease agreement with Sutoga, LLC allowing Benton County to crush and stockpile road surfacing materials at the site known as C. Moore Quarry; and

**WHEREAS,** the agreement expired on June 30, 2023 and could be renewed if the parties were agreeable; and

**WHEREAS,** a new Lease Agreement has been prepared between Sutoga, LLC., the landowner, and Benton County to allow Benton County to crush and stockpile road surfacing materials at the site known as C. Moore Quarry R-185 for a ten (10) year term beginning on July 1, 2023 and ending on June 30, 2033; and

**WHEREAS,** the Lease Agreement states that Benton County will pay $0.65 per cubic yard of shot rock used by Benton County maintenance crews and consideration for the privilege to crush surfacing materials as outlined in the lease agreement; and

**WHEREAS,** lease payments will be paid in January for the previous year in the amount of $1,000.00 per year for ten (10) years, for a total of $10,000.00 for stockpiling of crushed surfacing material; and

**WHEREAS,** the Public Works Manager recommends that the Board approve the lease agreement between Sutoga, LLC and Benton County; **NOW, THEREFORE,**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby approves and authorizes the Chairman or the Chairman Pro-Tem to sign the lease agreement between Benton County and Sutoga, LLC to crush and stockpile road surfacing materials at the site known as C. Moore Quarry commencing on July 1, 2023 and expiring on June 30, 2033 for a total amount of $10,000 plus any consideration for crushing and use of shot rock; and

Orig: Purchasing Department D. Hope
cc: Auditor, PA, Sutoga

**BE IT FURTHER RESOLVED,** the lease payments will be paid in January for the previous year.

**Dated this 13th day of February 2024**

**Chairman of the Board**

**Chairman Pro Tem**

**Commissioner**

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

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

Orig: Purchasing Department
cc: Auditor, PA, Sutoga

D. Hope

Filed for Record at Request of:

Benton County Engineer
P.O. Box 1001
Prosser, WA 99350

**Document Title:** Lease Agreement
**Reference Number of Related Documents:**
**Grantor(s):** Sutoga, LLC
**Grantee(s):** Benton County
**Legal Description:** A portion of the NE ¼ of Section 17, Township 8 North, Range 27 East, W.M.
**Assessor's Tax Parcel Numbers:** 1-1787-100-0000-000

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") entered into this 29 day of January, 2024 ~~2023~~, by and between Sutoga, LLC, a Washington Limited Liability Company ("Owner"), and BENTON COUNTY, a political subdivision of the State of Washington, is made for the purpose of permitting Benton County Public Works Department to crush and stockpile road surfacing materials on the following described parcel of land commonly known as the C. Moore Quarry ("Premises"):

> Beginning at the Northwest corner of said section; thence South 87°40'33" East a distance of 3,754.41 feet along the North line of said section to the True Point of Beginning; thence South 24°48'49" West a distance of 1250.18 feet to a point on the North right of way line of County Well Road; thence South 49°47'11" East along said right of way line a distance of 420.70 feet to a point of curvature; thence Northeasterly along said curve being concave to the North, a distance of 199.49 feet, passing through an angle of 3°50'54", said curve having a radius of 2,970.00 feet, a chord distance of 199.45 feet and a chord bearing of South 51°42'38" East to a point of tangency; thence South 59°47'20" East a distance of 186.56 feet; thence North 67°37'51" East a distance of 301.10 feet to a point of curvature on the centerline of Webber Canyon Road, said curve being a non-tangent curve to the right, the radius point of said curve bears North 77°53'35" East a distance of 1,350.00 feet; thence Northwesterly along said centerline said curve being concave to the Northeast, a distance of 958.28 feet, passing through an angle of 40°40'15", said curve having a radius of 1,350.00 feet, a chord distance of 938.29 feet and a chord bearing of North 8°13'42" East to a point of tangency; thence continuing along said centerline North 28°33'49" East a distance of 622.96 feet to a point on the North line of said Section 17; thence North 87°40'33" West a distance of 825.64 feet along said North line to the True Point of Beginning.
>
> Contains 27.45 acres less County Road Right of Way.

The following is agreed upon by both parties:

1. The period of this Agreement shall be ten years (10) beginning July 1, 2023 and ending June 30, 2033. At the end of such period, this Agreement may be renewed if agreeable to both parties.

2. The Benton County Public Works Department is permitted to crush and stockpile road surfacing materials within the quarry and stockpile area described for that purpose.

3. The Benton County Public Works Department will maintain a surface mining permit from the Department of Natural Resources and comply with the conditions thereof.

4. The Owner is permitted to enter in or upon the Premises at any time.

5. The consideration for the privilege to crush surfacing materials on the Premises is $0.65 per ton of rock produced, said consideration to be paid upon completion of each crushing contract on said land. In lieu of a cash payment, the Owner may obtain the same value in crushed surfacing materials. Measurement of rock will be made in the processed state; that is, pay quantities shall be based upon the amount of crushed rock produced. If removal of objectionable material from the quarry rock is required to produce a product which will meet State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, the removed material will not be a pay item in this agreement unless such removed materials or shot rock is actually used, and payment for shot rock or objectionable material will be $0.65 per cubic yard as measured in the truck. The consideration for the privilege to stockpile crushed surfacing materials on the Premises is $1,000.00 (one thousand dollars) per year. Payment to stockpile crushed surfacing materials will be paid each January for the previous year.

6. Consideration for the privilege to crush surfacing materials will be increased according to the following schedule:

| | |
|---|---|
| July 2025 | $0.66 per ton |
| July 2027 | $0.67 per ton |
| July 2029 | $0.68 per ton |
| July 2031 | $0.69 per ton |

7. The Benton County Public Works Department or its contractors may enter in or upon said Premises at any time for the purpose of crushing, stockpiling, and removing crushed rock and for other operations connected with the normal operations of a quarry and stockpile site.

8. Benton County shall hold Owner harmless from any claims or actions arising out of Benton County's use of said Premises, including the cost of defending said claims.

9. Upon the expiration of this Agreement, all materials owned by Benton County will be removed from the lease Premises and reclamation work will proceed as per the surface mining permit.

9. As requested by Owner, all payments by Benton County for money owed under this Agreement shall be paid to Moore Farms, 901 Parkside Dr., Prosser, WA 99350.

**[Signatures to appear on the following pages]**

SIGNED this 29 day of January, ~~2023~~ 2024.

**OWNER:**

Gary Moore

Gary Moore, for Sutoga LLC

SIGNED this _____ day of _____, ~~2023~~ 2024.

**BENTON COUNTY:**

_____
Chairman, Board of County Commissioners

_____
Chairman, ProTem

_____
Commissioner

***Approved as to form:***

LeeAnn Holt

LeeAnn Holt, Civil Deputy Prosecuting Attorney

2/1/24
Date

**STATE OF WASHINGTON** )
) **ss.**
**COUNTY OF** Benton )

On this 29 day of January, 2024, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared GARY MOORE, to me known to be a qualified representative of SUTOGA, LLC, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said organization, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for and on behalf of SUTOGA, LLC.

Witness my hand and official seal hereto affixed the day and year first above written.

Jessi Harris
Notary Public in and for the State of Washington,
Residing at: Benton County
My Commission expires: 4-18-26

**STATE OF WASHINGTON** )
) **ss.**
**COUNTY OF** Benton )

On this ___ _ day of __, _____, ~~2023~~ 2024, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared _____, _____, and _____ to me known to be the Chairman and Members, respectively, of the Board of County Commissioners of Benton County, Washington, the political subdivision that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said subdivision, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said subdivision.

Witness my hand and official seal hereto affixed the day and year first above written.

_____
Notary Public in and for the State of Washington,
Residing at: _____
My Commission expires: _____

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | February 13, 2024 |
| **Subject:** | Authorization to purchase PreMark Thermoplastic Markings from Intermountain Sign & Safety Inc. |
| **Presenter:** | |
| **Prepared By:** | D. Hope |
| **Reviewed By:** | Procurement |

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

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

## Summary / Background Information

The Public Works Department uses thermoplastic markings on our roads to mark crosswalks, railroad crossings, etc. These markings are replaced after the Bituminous Surface Treatment (BST) project is complete. The Road Maintenance Manager prepared a list of the markings needed to replace the markings in the upcoming BST area. Quotes for furnishing thermoplastic markings were solicited from thirty-one (31) vendors utilizing the MRSC Roster process. Five (5) quotes were received in the amounts below and are as set forth on the attached tabulation.

| | |
|---|---|
| ARROW CONSTRUCTION SUPPLY<br>Spokane, Washington | non-responsive bid |
| INTERMOUNTAIN SIGN & SAFETY<br>Rathdrum, ID | $18,033.37 |
| TRAFFIC SAFETY SUPPLY, CO.<br>Portland, OR | $20,383.30 |
| TRAFFICARE, LLC<br>Seattle, Washington | non-responsive bid |
| TUPS, LLC<br>Pasco, WA | $36,939.54 |

## Fiscal Impact

**Amount:** $18,033.37 excluding WSST

**Fund:** Road Fund

## Recommendation

Approve the purchase of thermoplastic markings for use by the Benton County Public Works Department from Intermountain Sign & Safety, Inc. of Rathdrum, ID in the amount of $18,033.37 excluding WSST.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF AUTHORIZATION TO PURCHASE PREMARK THERMOPLASTIC MARKINGS FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT FROM INTERMOUNTAIN SIGN & SAFETY, INC., SEATTLE, WA**

**WHEREAS,** per the Benton County Procurement, Leasing and Contracting Policy County departments are required to obtain quotes for purchases under $50,000.00 from at least three (3) vendors on the vendor list unless the product is such that it is not reasonable to obtain 3 quotes and such purchase is to be approved by the Board of Benton County Commissioners by Resolution; and

**WHEREAS,** the Public Works Department uses thermoplastic markings on County roads and needs to replace the markings after the upcoming Bituminous Surface Treatment project is complete; and

**WHEREAS,** quotes for furnishing sign materials were solicited from thirty-one (31) vendors utilizing the MRSC Roster process; and

**WHEREAS,** five (5) quotes were received in the amounts below and are as set forth on the attached tabulation:

| | |
|---|---|
| ARROW CONSTRUCTION SUPPLY<br>Spokane, Washington | non-responsive bid |
| INTERMOUNTAIN SIGN & SAFETY, INC.<br>Rathdrum, ID | $18,033.37 |
| TRAFFIC SAFETY SUPPLY, CO.<br>Portland, OR | $20,383.30 |
| TRAFFICARE, LLC<br>Seattle, Washington | non-responsive bid |
| TUPS, LLC<br>Pasco, WA | $36,939.54 |

**WHEREAS,** the Public Works Manager has reviewed the remaining quotes for completeness and recommends the purchase of PreMark Thermoplastic Markings from Intermountain Sign & Safety, Inc, Rathdrum, ID; **NOW, THEREFORE,**

Orig.: Purchasing Dept. D. Hope
cc: Auditor, Intermountain

**BE IT RESOLVED,** the Board of Benton County Commissioners hereby approves the purchase of PreMark Thermoplastic Markings for use by the Benton County Public Works Department from Intermountain Sign & Safety, Inc., Rathdrum, ID in the amount of $18,033.37 excluding WSST.

Dated this 13th day of February 2024.

_____
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, Intermountain

| PROJECT: Premark Meltdown Materials<br>LOCATION: BENTON COUNTY<br>DATE: January 26, 2024 11:00 a.m. | | | Arrow Construction Supply<br>9915 East Trent Ave.<br>Spokane, WA 99206 | | Intermountain Sign & Safety, Inc.<br>22515 W. Hwy 53<br>Rathdrum, ID 83858 | | Traffic Safety Supply Co.<br>2324 SE Umatilla St.<br>Portland, OR 97202 | | Traffic Care<br>3308 #7th Ave. S<br>Seattle, WA 98144 | | TUPS, LLC<br>P.O. Box 4769<br>Pasco, WA 99302 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 1 | RxR KIT. - White. 20' x 8' | 16 | | $ - | $ 431.00 | $ 6,896.00 | $ 370.15 | $ 5,922.40 | | $ - | $ 506.90 | $ 8,110.40 |
| 2 | 24" x 3'15'/Pak white Vizigrip | 50 | | $ - | $ 128.95 | $ 6,447.50 | $ 129.05 | $ 6,452.50 | | $ - | $ 176.72 | $ 8,836.00 |
| 3 | 4" Rumble Bar Kit. 36"x2" with 36" x 4" Base | 12 | | $ - | $ 12.15 | $ 145.80 | $ 236.30 | $ 2,835.60 | | $ - | $ 158.58 | $ 1,902.96 |
| 7 | BIKE Symbol. 3'4" x 6' LEFT facing | 15 | | $ - | $ 117.85 | $ 1,767.75 | $ 127.50 | $ 1,912.50 | | $ - | $ 873.00 | $ 13,095.00 |
| 8 | STOP Legend. White. Vizigrip | 6 | | $ - | $ 192.81 | $ 1,156.86 | $ 191.70 | $ 1,150.20 | | $ - | $ 262.52 | $ 1,575.12 |
| 9 | AHEAD Legend. White. Vizigrip | 6 | | $ - | $ 269.91 | $ 1,619.46 | $ 268.35 | $ 1,610.10 | | $ - | $ 367.51 | $ 2,205.06 |
| | Shipping | 1 | $ - | $ - | $ - | $ - | $ 500.00 | $ 500.00 | | $ - | $ 1,215.00 | $ 1,215.00 |
| | **TOTAL** | | Non Responsive Bid | **$ -** | Apparent Low Bidder | **$ 18,033.37** | | **$ 20,383.30** | Non Responsive Bid | **$ -** | | **$ 36,939.54** |

**AMENDED** - PROPOSAL – PREMARK MELTDOWN MATERIALS

Name of Vendor: Intermountain Sign

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

| ITEM NO. | DESCRIPTION | QUANTITY | PRICE PER EACH | TOTALS |
|---|---|---|---|---|
| 1 | RxR KIT. - White. 20' x 8' | 16 | $ 431.00 | $ 6896.00 |
| 2 | 24" x 3'15'/PAK White Vizigrip **(fifty packs)** | 50 | $ 128.95 | $ 6,447.50 |
| 3 | 4" Rumble Bar Kit. 36"x2" with 36" x 4" Base, **White** | 12 | $ 12.15 | $ 145.80 |
| 4 | BIKE Symbol. 3'4" x 6' LEFT facing **(three packs of five)** | 15 | $ 117.85 | $ 1,767.75 |
| 5 | STOP Legend. White. Vizigrip | 6 | $ 192.81 | $ 1,156.86 |
| 6 | AHEAD Legend. White. Vizigrip | 6 | $ 269.91 | $ 1,619.46 |
| 7 | Shipping or Freight Fees | | | $ ~~0~~ |
| | | | GRAND TOTAL | $ 18033.37 |

SPECIFICATIONS:

- No preheating of Asphalt or surface.
- Material Must have heat indents or indicators
- Must be impervious to oil and gas while still compatible with asphalt
- Must have no lead chromate or heavy metal compounds

DATED this 23rd day of January, 2024.

VENDOR NAME: Intermountain Sign · Safety

ADDRESS: 22515 W. Hwy 53 Rathdrum, ID 83858

EMAIL ADDRESS: justin@intermountainsign.com

TELEPHONE: ( 208 ) 773-3119

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: 603149033

BY: Justin Hunter — Justin Hunter Manager
Authorized Signature — Print Name and Title

~~PROPOSAL MUST BE SIGNED~~

Amended Proposal
Premark Meltdown Materials

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | February 13, 2024 |
| **Subject:** | Authorization to purchase PreMark Thermoplastic Markings from Intermountain Sign & Safety Inc. |
| **Presenter:** | |
| **Prepared By:** | D. Hope |
| **Reviewed By:** | Procurement |

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

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

## Summary / Background Information

The Public Works Department uses thermoplastic markings on our roads to mark crosswalks, railroad crossings, etc. These markings are replaced after the Bituminous Surface Treatment (BST) project is complete. The Road Maintenance Manager prepared a list of the markings needed to replace the markings in the upcoming BST area. Quotes for furnishing thermoplastic markings were solicited from thirty-one (31) vendors utilizing the MRSC Roster process. Five (5) quotes were received in the amounts below and are as set forth on the attached tabulation.

| | |
|---|---|
| ARROW CONSTRUCTION SUPPLY<br>Spokane, Washington | non-responsive bid |
| INTERMOUNTAIN SIGN & SAFETY<br>Rathdrum, ID | $18,033.37 |
| TRAFFIC SAFETY SUPPLY, CO.<br>Portland, OR | $20,383.30 |
| TRAFFICARE, LLC<br>Seattle, Washington | non-responsive bid |
| TUPS, LLC<br>Pasco, WA | $36,939.54 |

## Fiscal Impact

**Amount:** $18,033.37 excluding WSST

**Fund:** Road Fund

## Recommendation

Approve the purchase of thermoplastic markings for use by the Benton County Public Works Department from Intermountain Sign & Safety, Inc. of Rathdrum, ID in the amount of $18,033.37 excluding WSST.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF AUTHORIZATION TO PURCHASE PREMARK THERMOPLASTIC MARKINGS FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT FROM INTERMOUNTAIN SIGN & SAFETY, INC., SEATTLE, WA**

**WHEREAS,** per the Benton County Procurement, Leasing and Contracting Policy County departments are required to obtain quotes for purchases under $50,000.00 from at least three (3) vendors on the vendor list unless the product is such that it is not reasonable to obtain 3 quotes and such purchase is to be approved by the Board of Benton County Commissioners by Resolution; and

**WHEREAS,** the Public Works Department uses thermoplastic markings on County roads and needs to replace the markings after the upcoming Bituminous Surface Treatment project is complete; and

**WHEREAS,** quotes for furnishing sign materials were solicited from thirty-one (31) vendors utilizing the MRSC Roster process; and

**WHEREAS,** five (5) quotes were received in the amounts below and are as set forth on the attached tabulation:

| | |
|---|---|
| ARROW CONSTRUCTION SUPPLY<br>Spokane, Washington | non-responsive bid |
| INTERMOUNTAIN SIGN & SAFETY, INC.<br>Rathdrum, ID | $18,033.37 |
| TRAFFIC SAFETY SUPPLY, CO.<br>Portland, OR | $20,383.30 |
| TRAFFICARE, LLC<br>Seattle, Washington | non-responsive bid |
| TUPS, LLC<br>Pasco, WA | $36,939.54 |

**WHEREAS,** the Public Works Manager has reviewed the remaining quotes for completeness and recommends the purchase of PreMark Thermoplastic Markings from Intermountain Sign & Safety, Inc, Rathdrum, ID; **NOW, THEREFORE,**

Orig.: Purchasing Dept. D. Hope
cc: Auditor, Intermountain

**BE IT RESOLVED,** the Board of Benton County Commissioners hereby approves the purchase of PreMark Thermoplastic Markings for use by the Benton County Public Works Department from Intermountain Sign & Safety, Inc., Rathdrum, ID in the amount of $18,033.37 excluding WSST.

Dated this 13th day of February 2024.

_____
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, Intermountain

| PROJECT: Premark Meltdown Materials<br>LOCATION: BENTON COUNTY<br>DATE: January 26, 2024 11:00 a.m. | | | Arrow Construction Supply<br>9915 East Trent Ave.<br>Spokane, WA 99206 | | Intermountain Sign & Safety, Inc.<br>22515 W. Hwy 53<br>Rathdrum, ID 83858 | | Traffic Safety Supply Co.<br>2324 SE Umatilla St.<br>Portland, OR 97202 | | Traffic Care<br>3308 #7th Ave. S<br>Seattle, WA 98144 | | TUPS, LLC<br>P.O. Box 4769<br>Pasco, WA 99302 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 1 | RxR KIT. - White. 20' x 8' | 16 | | $ - | $ 431.00 | $ 6,896.00 | $ 370.15 | $ 5,922.40 | | $ - | $ 506.90 | $ 8,110.40 |
| 2 | 24" x 3'15'/Pak white Vizigrip | 50 | | $ - | $ 128.95 | $ 6,447.50 | $ 129.05 | $ 6,452.50 | | $ - | $ 176.72 | $ 8,836.00 |
| 3 | 4" Rumble Bar Kit. 36"x2" with 36" x 4" Base | 12 | | $ - | $ 12.15 | $ 145.80 | $ 236.30 | $ 2,835.60 | | $ - | $ 158.58 | $ 1,902.96 |
| 7 | BIKE Symbol. 3'4" x 6' LEFT facing | 15 | | $ - | $ 117.85 | $ 1,767.75 | $ 127.50 | $ 1,912.50 | | $ - | $ 873.00 | $ 13,095.00 |
| 8 | STOP Legend. White. Vizigrip | 6 | | $ - | $ 192.81 | $ 1,156.86 | $ 191.70 | $ 1,150.20 | | $ - | $ 262.52 | $ 1,575.12 |
| 9 | AHEAD Legend. White. Vizigrip | 6 | | $ - | $ 269.91 | $ 1,619.46 | $ 268.35 | $ 1,610.10 | | $ - | $ 367.51 | $ 2,205.06 |
| | Shipping | 1 | $ - | $ - | $ - | $ - | $ 500.00 | $ 500.00 | | $ - | $ 1,215.00 | $ 1,215.00 |
| | **TOTAL** | | Non Responsive Bid | **$ -** | Apparent Low Bidder | **$ 18,033.37** | | **$ 20,383.30** | Non Responsive Bid | **$ -** | | **$ 36,939.54** |

**AMENDED** - PROPOSAL – PREMARK MELTDOWN MATERIALS

Name of Vendor: Intermountain Sign

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

| ITEM NO. | DESCRIPTION | QUANTITY | PRICE PER EACH | TOTALS |
|---|---|---|---|---|
| 1 | RxR KIT. - White. 20' x 8' | 16 | $ 431.00 | $ 6896.00 |
| 2 | 24" x 3'15'/PAK White Vizigrip **(fifty packs)** | 50 | $ 128.95 | $ 6,447.50 |
| 3 | 4" Rumble Bar Kit. 36"x2" with 36" x 4" Base, **White** | 12 | $ 12.15 | $ 145.80 |
| 4 | BIKE Symbol. 3'4" x 6' LEFT facing **(three packs of five)** | 15 | $ 117.85 | $ 1,767.75 |
| 5 | STOP Legend. White. Vizigrip | 6 | $ 192.81 | $ 1,156.86 |
| 6 | AHEAD Legend. White. Vizigrip | 6 | $ 269.91 | $ 1,619.46 |
| 7 | Shipping or Freight Fees | | | $ ~~0~~ |
| | | | GRAND TOTAL | $ 18033.37 |

SPECIFICATIONS:

- No preheating of Asphalt or surface.
- Material Must have heat indents or indicators
- Must be impervious to oil and gas while still compatible with asphalt
- Must have no lead chromate or heavy metal compounds

DATED this 23rd day of January, 2024.

VENDOR NAME: Intermountain Sign · Safety

ADDRESS: 22515 W. Hwy 53 Rathdrum, ID 83858

EMAIL ADDRESS: justin@intermountainsign.com

TELEPHONE: ( 208 ) 773-3119

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: 603149033

BY: Justin Hunter — Justin Hunter Manager
Authorized Signature — Print Name and Title

~~PROPOSAL MUST BE SIGNED~~

Amended Proposal
Premark Meltdown Materials

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 13 February 2024 |
| **Subject:** | TRIDEC 2024 Services Contract |
| **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**

Staff seeks execution of the annual standard service agreement with TRIDEC.

**Background**

The Tri-City Development Council ("TRIDEC") is Benton County's designated "associate development organization", and in that role TRIDEC has had annual economic development services contracts with the County for more than two decades. Through this contract, Benton County also financially supports the Prosser Economic Development Association and the new Benton City Revitalization Organization.

The County and TRIDEC work together frequently on issues affecting our region. Examples include management of CARES Act grants in 2020, the Mid-Columbia Energy Initiative and other energy issues, Hanford Site matters, business and industry recruitment, legislation and appropriations, Targeted Urban Areas, Rural County Capital Fund, and the never ending "PILT wars".

**Fiscal Impact**

$92,000, to be paid from the Rural County Capital Fund (same as 2023).

**Recommendation**

Staff recommends continuing the beneficial relationship with TRIDEC and for signing the contract.

# # #

# RESOLUTION

## BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

## IN THE MATTER OF A STANDARD SERVICE AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES WITH THE TRI-CITY DEVELOPMENT COUNCIL

**WHEREAS**, RCW 36.01.085 states that "It shall be in the public purpose for all counties to engage in economic development programs. In addition, counties may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and,

**WHEREAS**, the Tri-City Development Council (TRIDEC) is a nonprofit corporation currently operating an economic development program within Benton County that promotes economic development and diversification, business recruitment and retention, and other marketing activities in Benton County and the Tri-Cities metropolitan area; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the standard service agreement for economic development services between Benton County and TRIDEC. The term of the contract shall be from the date of its execution by both parties, and terminating December 31, 2024. TRIDEC shall be compensated up to $92,000.00 for completion of the contract, to be paid from the Rural County Capital Fund as allowed by RCW 82.14.370 and County policy.

Dated this _____ day of _____, 2024.

_____
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), Sustainable Development, TRIDEC

Prepared by: A.J. Fyall

# STANDARD SERVICE AGREEMENT
# TERMS AND CONDITIONS

This Agreement is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY"), and the TRI-CITY DEVELOPMENT COUNCIL (TRIDEC), a Washington nonprofit corporation, with its principal address at 7130 West Grandridge Boulevard - Suite A, Kennewick, Washington, 99336; (hereinafter "CONTRACTOR").

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

## 1. CONTRACT DOCUMENTS

This Agreement consists of this Agreement and the following attached exhibits, which are incorporated herein by this reference:

a. 2024 Plan of Work

## 2. DURATION OF CONTRACT

The term of this Agreement shall begin when executed by both parties, and shall expire on December 31, 2024.

## 3. SERVICES PROVIDED

a. The CONTRACTOR shall perform economic development programs for the duration of this Agreement, including functions and services detailed in the attached 2024 Plan of Work ("Exhibit A") and made part of this Agreement, and other projects and programs that further promote and market Benton County for purposes of business recruitment, outside investment, tourism, and other related activities.

b. More specifically, the CONTRACTOR shall develop and execute a regional marketing program that will include direct selling site visits to a minimum of three major metropolitan areas and include participation at two industry events focused on key market sectors for Benton County.

c. The CONTRACTOR shall identify a representative to meet with the Benton County Administrator or his designee, a minimum of once per calendar quarter throughout the year to discuss matters addressed in this Agreement and update the COUNTY as to the progress of meeting the economic development goals identified herein.

As the COUNTY'S "associate development organization", as designated by the COUNTY to the Washington State Department of Commerce, CONTRACTOR is eligible to receive certain funds from the COUNTY to finance certain personnel in economic development offices. To this end, all COUNTY funds provided under this Agreement are to be used for the purposes of funding CONTRACTOR personnel working to render the services described in Exhibit A.

## 4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

a. For CONTRACTOR: Laura Warr, Director of Finance
Tri-City Development Council
7130 West Grandridge Boulevard - Suite A
Kennewick, Washington 99336
509-735-1000

b. For COUNTY: Adam J. Fyall, Sustainable Development Manager
Benton County
7122 West Okanogan Place - Suite E330
Kennewick, Washington 99336
509-736-3053

A party may change its representative by providing prompt written notice to the other party.

## 5. COMPENSATION & INVOICING

The parties acknowledge that COUNTY funding is made available to support CONTRACTOR personnel in their work on economic development services described in this Agreement, but also that the cost of such work is to be funded only partly by the COUNTY. The CONTRACTOR is obligated to obtain whatever funding is required to complete the 2024 Plan of Work. In order to partially fund the CONTRACTOR'S cost to perform the 2024 Plan of Work, the COUNTY agrees to pay the CONTRACTOR the sum of $92,000.00. Four payments shall be made by the COUNTY: The first installment in the amount of $23,000.00 will be for work performed during the first quarter of the year; the second installment in the amount of $23,000.00 will be for

work performed during the second quarter of the year; the third installment in the amount of $23,000.00 will be for work performed during the third quarter of the year; and the fourth installment in the amount of $23,000.00 will be for work performed during the fourth quarter of the year. The CONTRACTOR shall submit an invoice to the COUNTY in the amount of $23,000.00 on or after April 30, 2024; the CONTRACTOR shall submit a second invoice to the COUNTY in the amount of $23,000.00 on or after June 30, 2024; the CONTRACTOR shall submit a third invoice to the COUNTY in the amount of $23,000.00 on or after September 30, 2024; and the CONTRACTOR shall submit a fourth invoice to the COUNTY in the amount of $23,000.00 on or after December 15, 2024 and before December 31, 2024. The COUNTY shall make payments within four weeks of receipt of each invoice from CONTRACTOR. Because the COUNTY'S funding source for support of this Agreement is governed by the statutory requirements of RCW 82.14.370, these funds may only be used by CONTRACTOR for personnel costs and may not be used for costs such as capital projects, travel expenses, or contracted consulting personnel.

## 6. AMENDMENT AND CHANGES IN WORK

No amendment, modification, or renewal of this Agreement shall be effective, unless set forth in a written amendment signed by both parties.

## 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**

a. **Workers Compensation:** CONTRACTOR shall comply with all Washington State Workers Compensation laws. 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, employers liability, commercial liability or commercial umbrella liability insurance.

b. **Commercial General Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars ($2,000,000). CONTRACTOR shall provide certificate of such insurance to COUNTY'S representative prior to start of work, with COUNTY as Certificate Holder.

c. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

## 9. TERMINATION

The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for invoices previously submitted in accordance with this Agreement and a pro-rata payment for the portion of the month for which services were rendered prior to the date any such termination is effective.

## 10. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement, including, but not limited to, prevailing wage laws.

## 11. NONDISCRIMINATION

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

## 12. DISPUTES

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

## 13. ENTIRE AGREEMENT

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

## 14. 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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served.

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

| **Benton County**<br>**Board of Commissioners** | **Tri-City Development Council** |
|---|---|
| Jerome Delvin, Chairman | Karl Dye, President |
| Dated | 2/2/24<br>Dated |

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

Attest:

Clerk of the Board

Approved as to Form

Deputy Prosecuting Attorney

**EXHIBIT A**

# TRI-CITY DEVELOPMENT COUNCIL
# 2024 PLAN OF WORK

TRIDEC has led regional economic development since 1963, representing our four cities, three ports, two counties, and hundreds of private businesses as one community. TRIDEC's role in convening and leading our entire community with one voice has been and will continue to be critical for the Tri-Cities.

## MISSION

TRIDEC is a unifying voice that stimulates and sustains a vibrant regional economy by fostering economic growth and prosperity.

## STRATEGIC OBJECTIVES

### ECONOMIC DIVERSIFICATION

***TRIDEC leads economic diversification in the region by attracting companies that provide family-wage jobs and generate new wealth in the community.***

TRIDEC's recruiting efforts have historically focused on companies that export products or provide services that bring capital to the region. Focusing on the base of our economy creates a multiplier effect that supports the local service and hospitality sectors.

As the Tri-Cities region continues its rapid growth, TRIDEC will work to help attract retailers and restaurants, as diversifying our choices for shopping, dining, and entertaining will build on the amenities in our community. Increasing the quality of life and highlighting the region's amenities will help the Tri-Cities attract and retain talent for our growing companies and organizations.

Base industry sectors targeted for recruitment include:

- Advanced and precision agricultural equipment and software manufacturers.
- Ag R&D:
    - Next generation fertilizer/ag connection.
    - De-carbonized and climate-resilient agricultural processes.
    - Agricultural symbiosis.
- Advanced manufacturing.
- Energy technologies.

- Advanced manufacturing including silicon chips, aerospace, and advanced nuclear supply chains.

To help attract companies to the Tri-Cities, TRIDEC will engage in the following activities:

- Advertising, external communication, and recruitment mailings.
- Lead Generation utilizing the Whittaker SmartLeads program.
- Attending and/or supporting trade shows in targeted industries including:
    - World Ag Expo
    - ICSC Recon
    - Select USA
    - Advanced Nuclear Industry Trade Shows
    - Others To Be Determined

***TRIDEC champions a business climate and quality of place that enables the success of existing businesses.***

Retention and expansion of existing businesses, especially manufacturing, is the economic development engine of a community. TRIDEC's business retention and expansion program will continue to implement new and dynamic programs to grow our existing manufacturers.

To help existing businesses expand, TRIDEC will:

- Continue to visit local manufacturers and businesses to develop relationships.
    - Look for and raise awareness for industrial symbiosis opportunities that could lead to local developments of the Danish Green Labs model.
- Promote accomplishments by area manufacturers in the TRIDEC e-newsletters and social media.
- Support the Washington VERTical effort to build a local supply chain for small, micro, and space modular nuclear reactors, equipment, and advanced fuels with local businesses and manufacturers.
- Continue to provide office space for the Small Business Development Council (SBDC) and SCORE.
- Pursue programs such as Evergreen Manufacturing Grants to assist local manufacturing.

***TRIDEC supports a Tri-City economy that stimulates innovative ideas, attracts and retains talent, and supports a thriving entrepreneurial community.***

TRIDEC encourages growth in entrepreneurial activity and the local technology sector, including the transfer of more technology to local partners from the Pacific Northwest National Laboratory (PNNL).

TRIDEC will work to reduce barriers that contribute to local employers' difficulty in growing, attracting, and retaining talent in the community. As part of the efforts, TRIDEC shall:

- Support growth in the local startup community and facilities (e.g., The Fuse Fund).
- Explore ways to connect our business members with local education and training partners to build awareness of local career paths.
- Convene groups of local partners and employers to measure and forecast workforce demand to organize an effort to attract talent to the Tri-Cities.

## FEDERAL AND STATE ADVOCACY

***TRIDEC will aggressively advocate for programs and funding that lead to the continued growth of world-class research and development activities at Pacific Northwest National Laboratory (PNNL).***

PNNL is a critical economic engine for the community as well as a source for technology transfer and commercialization opportunities. TRIDEC will continue to advocate for funding for the DOE programs of importance to PNNL and look for ways to help connect this research to real-world applications in Mid-Columbia, Washington State, and Pacific Northwest.

***TRIDEC will aggressively advocate for the policies and funding needed to accelerate cleanup and reduce risks at the Department of Energy's Hanford Site.***

TRIDEC and the Tri-City community believe meaningful progress toward completing the cleanup of the Hanford Site is a top priority. In addition to funding, TRIDEC will advocate for thoughtful policies and regulatory approaches that reduce costs and expedite the reduction of risks to human health or the environment.

**TRIDEC will also aggressively advocate for the policies, funding, and support for local grants needed to supply the Tri-Cities with reliable and clean electrical power, create incentives for new green tech sector jobs, and return the Columbia River Shoreline to our local partners while ensuring that the Tri-Cities and Washington State is the right place for businesses.**

The Tri-Cities has a long legacy of energy leadership and innovation dating back to the Manhattan Project. TRIDEC believes that the Bonneville Power Administration (BPA) needs to be aware of our local goals for job creation in the green tech sector and their policies need not be a barricade to attain such. These policies include:

- Streamlining the interconnection process for need load and generation.
- Prioritizing load interconnections for local projects that align with and supported by federal programs such as the Inflation Reduction Act, Chips and Science Act, and the Infrastructure Investment and Jobs Act.
- Completing the Tri-Cities Reinforcement Project and providing access to Tier One Power larger than 10 MW.

As these policy changes may not occur in time to capitalize on projects in the green tech sector, TRIDEC will work with our local utilities, Energy Northwest, and advanced reactor companies to provide locally owned clean energy generation.

TRIDEC will join with local and statewide organizations to advocate for state and national legislation and policies favorable to businesses regarding tax and labor policies-income tax, B&O tax, manufacturing and research tax credits, minimum wage, and overtime.

TRIDEC will actively monitor relevant state policies and issues that may impact the Tri-Cities:

- Active participation in the Tri-Cities Legislative Council.
- Monitor and advocate for or against major policies or proposals that could have significant impacts or benefits on the greater Tri-City Region.
- Cultivate and maintain strong relationships with state legislators and agency officials.

**CREATIVE LEADERSHIP**

***TRIDEC, as the unifying voice, will provide creative leadership for the community on issues of economic importance to the Tri-Cities.***

TRIDEC will act as the unifying voice on the following regional issues:

- Hanford cleanup and future use of Hanford land.
- Columbia River shoreline reconveyance.
- Lower Snake River Dams.
- Relationship building and connection to the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), the Yakama Nation, the Nez Perce Tribe, and the Wanapum Band.
- Local water discussion.
- Development of a regional workforce pipeline.
- And other community issues as they arise.

***TRIDEC will work closely with our regional economic development partners, including cities, counties, ports, area chambers of commerce, Visit Tri-Cities, and higher education institutions to facilitate the greater mission of economic development and the above referenced related topics.***

# # #

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | February 13, 2024 |
| **Subject:** | MCI Communications Services, LLC; Franchise |
| **Presenter:** | Cristina Woods, Civil Engineer I |
| **Prepared By:** | Jackie Mayfield, Administrative Assistant |
| **Reviewed By:** | Cristina Woods, Civil Engineer I |

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

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

## Summary / Background Information

Benton County received an application for a Franchise Order and Agreement for a fiber optic cable system and facilities from MCI Communications Services, LLC. for a fiber optic cable system and facilities.

In accordance with RCW 36.55.040 and RCW 36.55.050, a public hearing must be held to allow public comment to the proposed franchise agreement prior to the final determination of the Board of County Commissioners. Subsequent to the public hearing, the Board may, upon its finding that the franchise agreement is in the best interest of the County, enter into said agreement by resolution. The public hearing was advertised in the newspaper of record on January 24th and January 31st, 2024, in accordance with RCW 36.55.040, and a public hearing was held on February 13th, 2024, in accordance with RCW 36.55.050.

## Fiscal Impact

**None**

## Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with MCI Communications Services, LLC by resolution.

## Suggested Motion

Move to approve the Franchise Order and Agreement with MCI Communications Services, LLC.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO MCI COMMUNICATIONS SERVICES, LLC. TO PLACE A FIBER OPTIC CABLE SYSTEM AND ALL FACILITIES IN COUNTY ROAD RIGHTS OF WAY**

**WHEREAS,** a public hearing was held February 13th, 2024, to consider the request of MCI Communications Services, LLC. who has applied for a nonexclusive franchise to place a fiber optic cable system and all facilities in unincorporated Benton County; and

**WHEREAS,** after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring February 13th, 2034, with an associated cost of $500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

**WHEREAS,** MCI Communications Services, LLC. has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

**BE IT RESOLVED** that the franchise with MCI Communications Services, LLC. in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 13th day of February, 2024

_____
Chairman

_____
Chairman Pro Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works JMayfield

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY STATE OF WASHINGTON

| | |
|---|---|
| IN THE MATTER OF THE APPLICATION OF MCI COMMUNICATIONS SERVICES, LLC FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE A FIBER OPTIC CABLE SYSTEM AND FACILITIES WITHIN THE COUNTY OF BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG, AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN. | No._____<br><br>ORDER AND AGREEMENT FOR NONEXCLUSIVE FRANCHISE |

FINDINGS

NOW, on this _____ day of _____, 2023 the petition and application of MCI COMMUNICATIONS SERVICES, LLC, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove A FIBER OPTIC CABLE SYSTEM AND FACILITIES under, upon, over, along and across Benton County ("County") roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County. and not within the corporate limits of any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said County, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and p]ace of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it

appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships, and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

## ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to MCI COMMUNICATIONS SERVICES, LLC hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove A FIBER OPTIC SYSTEM AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way shall apply in all respects to this Franchise and the distribution system.

## AGREEMENT

### I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation, or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

## II. PERMIT REQUIRED - MAP AND SPECIFICATIONS - TO BE FILED APPROVAL BY COUNTY ENGINEER - PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the "Map of Definite Location". Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said Map of Definite Location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he

considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to County all costs of such work, done by order of the County Engineer.

## III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

## IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the

distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way, or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

## V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL - GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation, or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches, or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

## VI. ALL COUNTY ROAD RIGHTS RESERVED

County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

## VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If County shall at any time improve or change any County roads or rights-of- ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such County work and so such lines and facilities shall conform to such new grades as may be established. County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

## VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

## IX. VACATION OF COUNTY ROADS -ALTERNATE ROUTE

If at any time County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County

road, right-of-way, or other County property so vacated and said County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

## X. GRANTEE TO INDEMNIFY COUNTY - LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, commercial general liability insurance with limits of $1,000,000 per occurrence for bodily injury and property damage and $1,000,000 general aggregate including the Grantee and Benton County as additional insureds as their interest may appear under this Agreement. A certificate of insurance as evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such certificate of insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such certificate shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any

of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

## XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of- ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

## XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning more than 50% of the Grantee, and unless County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

## XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect.

The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

b. Commence an action at law for monetary damage or seek other equitable relief;

c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

d. Seek specific performance of any provision. which reasonably leads itself to such remedy, as an alternative to damages.

## XIV. CONFORMITY WITH STATE AND COUNTY

County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

## XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

## XVI. FORCE MAJEURE

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, government order or law, acts of nature, power outages, or other events reasonably beyond its ability to control.

## XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

## XVIII. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

## XIX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and

shall expire 10 years from the date of the signatures from the Board of County Commissioners of Benton County.

## XXL GRANTEE'S ADDRESS

Information for the Grantee is:

MCI Communications Services, LLC
Attn: Franchise Manager
600 Hidden Ridge
Irving, TX 75019
Phone: (972)457-8337
E-mail: Dina.Dye@verizon.com

Copies to:

Verizon Legal Department
Attn: Network Legal Team
1300 I Street, NW
5th Floor
Washington, DC 20005

Any notification required to be given to the Grantee may be given to the addresses above stated, provided that the Grantee may from time to time notify County in writing of additional or alternate address to which notifications are to be sent.

[Remainder of this page intentionally left blank.]

FOR GRANTEE:

Dina Dye – Senior Manager,
Network Regulatory/Real Estate

Date 12/27/2023

FOR BENTON COUNTY,
WASHINGTON

Chairman

Chairman Pro-Tern

Commissioner

Constituting the Board of County
Commissioners, Benton County,
Washington

APPROVED AS TO FORM:

Lee Ann Holt
Benton County Deputy Prosecuting Attorney

Date 01/12/24

ATTEST:

Clerk of the Board

Date

## EXHIBIT A

All unincorporated areas of Benton County, Washington

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF )
MCI Communications Services LLC FOR A )
(Please print name of company exactly as it will appear in franchise) )
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, )
OPERATE USE REPAIR, AND IF NECESSARY REPLACE A )
FIBER OPTIC CABLE SYSTEM WITHIN THE COUNTY OF )
(Please print exact wording as it will appear in franchise) )
BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG )
AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR )
PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED )
CITY OR TOWN. )

(County use:)

No. _____
APPLICATION FOR FRANCHISE
PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

MCI Communications Services LLC, duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of $500.00, in the form of CHECK (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 9th day of October, 2023.

Respectfully submitted by:

KAREN WILLIAMS
Name of Authorized Agent PLEASE PRINT

Karen Williams
Signature of Authorized Agent

600 HIDDEN RIDGE
Address of Applicant

IRVING TX 75019
City State Zip

KAREN.WILLIAMS2@VERIZON.COM
E-mail address

469-262-7705
Phone Number of Applicant

FAX Number of Applicant

2nd Name of Authorized Agent PLEASE PRINT (if required)

2nd Signature of Authorized Agent (if required)

EXHIBIT A

County Road right of way located in the Northwest Quarter of the Southwest Quarter of Section 5, Township 5 North, Range 28 East, W.M., more particularly described as that portion of Plymouth Road lying South of S. R. 14 and North of B.N.R.R. crossing.