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, April 16, 2024 - 9:00 AM
Benton County Courthouse, Prosser WA

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

Call to Order

Pledge of Allegiance

Approval of Minutes: April 9, 2024
April 9, 2024 Special Meeting

Review Agenda

Public Comment

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

Consent Agenda

Auditor
- a. Payroll ~ Check Posting List for 04/05/24
- b. Payroll ~ Check Posting List for 04/09/24

Information Technology
- c. Annual Premium Support Renewal for CourtSight From Infax, Inc. for Superior Court & District Court Judicial Court Case Docket Display System

Juvenile
- d. Contract Amendment No. 4 w/Ideal Option PLLC for Medical Services

Office of Public Defense
- e. District Court Public Defense Services Agreement w/Justin Andrews

Public Safety Sales Tax
- f. Transfer of Funds, Fund No. 1480, Dept. 115 to 138 for Superior Court Indigent Defense

Public Works
- g. Initiating a County Road Project Designated as CRP 2157 – Dowd Road Surfacing as an Emergent Project

Purchasing

h. Rejecting All Bids for the County-Wide Fire Alarm Inspection & Repair Contract

Sustainable Development

i. Second Amended & Restated Disbursement Agreement w/City of Richland for the Center Parkway Extension Project

j. Agreement w/Tri-City Regional Chamber of Commerce for Completion of Business Resource Initiative

Scheduled Business

Request for Position Reclassification and Positions in Canine Control ~ G Wendt

- Canine Control Manager Job Description & Classification
- Transfer of Funds for Additional Positions, Benefits, Supplies, Services & Vehicle

Other Business

Executive Session

1st Quarter Litigation Update ~ R Brown

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 Administration Building
Commissioners' Hearing Room, Kennewick, WA
Tuesday, April 9, 2024 9:00 AM
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator, Matt Rasmussen; Information Technologies Manager, Robert Heard; Cody Shelton, IT; Human Resources Manager, Carlee Nave; Community Development Director, Greg Wendt; Sustainable Development Manager, Adam Fyall; Clerk, Josie Delvin; Deputy Prosecuting Attorney, Ryan Brown; Treasurer, Ken Spencer; Finance Manager, Linda Ivey; Sheriff's Office CEO Katie Gillies; Undersheriff, Jon Law; Lt. Michael Clark; Tom French, Event Center Manager; Robert Blain, Director of Operations and Capital Assets; Superior Court Administrator Tiffany Runge; Security Coordinator Steve Caughey; Paul Schut, Procurement; Danica Hope, Procurement; Deputy Treasurer Kirstin Yniguez; Veronica Bivins, Treasurer's Office; Cindi Kane, Corrections; Casey Kist, Corrections; Glenn Vaagen, Communications Coordinator; Planning Manager Michelle Mercer; and District Court Administrator Amanda,Watts.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of March 28, 2024 and April 2, 2024 were approved.

Review Agenda

The following items were added to the agenda:

- Scheduled Business ~ Wind Farm Update by Paul Krupin
- Scheduled Business ~ Letter to EFSEC ~ G Wendt & M Mercer

Public Comment

Tim Taylor, from S Richland via Webex spoke about the recent dog attacks, settlements and killing of dogs. Mr. Taylor expressed that Benton County needed a policy. It was his opinion that the

Benton County Sheriff's Office should not be responding and Canine employees being properly trained. He said Benton County should provide enough funding for the Canine Shelter with more canine officers involved.

Mandi Cantera, via Webex, expressed his concern on property taxes. He indicated that the property tax exemption needs to be updated with more assistance toward the elderly. He stated that the threshold should not include the total gross income. He and his wife are of retirement age, and still working to pay the taxes. He would like to see a change from the basis on property tax exemption for disabled and elderly so there doesn't have to be choices having to be made on what they should cut from their household expenses such as food, medicine or insurance.

Consent Agenda

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

Auditor
a. Accounts Payable ~ Check Posting List for 03/29/2024
b. Accounts Payable ~ Check Posting List for 03/29/2024

Commissioners
c. Transfer of Funds, Fund No. 0010, Dept. 115 to 120 for Medical Supplies

Coroner
d. Interlocal Agreement w/Walla Walla County Coroner's Office for Autopsy Facility Use
e. Interlocal Agreement w/Franklin County Coroner's Office for Autopsy Facility Use

Corrections
f. Agreement w/San Diego Policy Equipment Company for Purchase of Ammunition
g. Subscription Agreement w/International Business Information Technologies, Inc.; Amending Resolution 2023-419

Juvenile
h. Contract w/Herrera Health, LLC for Functional Family Therapy Services

Public Works
i. Appointments to the Solid Waste Advisory Committee
j. Transfer of Funds, Fund No. 1550, Dept. No. 000 for Engineering Services
k. Certification of Road Fund Expenditures for Traffic Law Enforcement, Fish Passage Barrier Removal & Annual Certification to County Road Administration Board

Purchasing
l. Contract Award to Central Washington Asphalt, Inc. for Bituminous Surface Treatment & Edge Repair
m. Contract w/GMCO Corporation for Magnesium Chloride for Public Works Department
n. Ratifying Change Order Proposals No. 1 & 2 w/Central Washington Asphalt, Inc. for the Red Mountain Access Road Project
o. Authorization to Proceed w/Advertisement for Design-Build Team for the Fairgrounds Arena Upgrade Project

Sheriff
p. Payment to Black Knight Emblem & Insignia, Inc. for Uniform Insignias

Sustainable Development
q. Amended Interagency Agreement w/State of WA Department of Ecology for Funding Support of the Yakima Basin Integrated Plan Coordinator

Treasurer
r. KeyBank Officer's Certification for Additional Banking Services; Amending Resolution 2015-933

DRAFT

Washington State Criminal Justice Training Commission Officer Wellness Grant

Sheriff's Office staff Michael Clark and Katie Gillis spoke about the grant for wellness programs through the Washington State Criminal Justice Training Commission. These services included building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health services, mental health support services and officer wellbeing. Lt. Clark indicated that based on the assessment during the previous grant, the Benton County Sheriff's Office had established a wellness program which was working through two contracts with outside contractors to provide mental health, critical incident memberships for wellness services and wellness trainings to improve deputy wellness. It was further stated that this grant was non-matching and was not a continuation of last year's award.

Commissioner McKay asked about critical services with Lt. Clark mentioning some critical incidents which would allow officers to go to counselors to operate in a healthy standard.

Ms. Gillies explained what qualified for critical operating services. Commissioner McKay asked about the EAP counselors (offered by the County) and whether these programs covered an expanded type of services (trauma from first responders). The Sheriff's Office mentioned that they had identified a counseling center with different types of services for different styles of traumas and how it affected different employees. Lt. Clark indicated this grant would be the initial set up of the program.

Commissioner Alvarez asked about the contractors and services indicating that the County already had a good system in place in the form of county provided medical insurance as well as the Employee Assistance Program (EAP) with Ms. Gillis identifying a few options for mental health services, nutrients, and PTSD treatment. Deputy County Administrator Rasmussen indicated that the County should make sure we are not duplicating services already offered through regular county insurance or the EAP services. Ms. Gillies indicated that with these services, the employees would be more inclined to go without having to pay copays.

Commissioner Alvarez mentioned other counties' budgetary status and wanted Benton County to be proactive so that the County would not face financial issues and asked how the Sheriff's Office was going to continue the funding after the grant was gone. Lt. Clark indicated that the cost is worth it upfront and estimated the long term estimates would be between $25,000 - $50,000 moving forward.

Commissioner Alvarez asked the Sheriff's Office to work with Human Resources so there would not be any duplication of services. The Sheriff's Office would send the Board a copy of the application before submitting.

MOTION: Commissioner Alvarez moved to authorize the Benton County Sheriff's Office to submit an application for funding under the WSCJTC Officer Wellness Grant Program in the amount of $50,000. Commissioner McKay seconded and upon vote, the motion carried as presented.

Recap of April 1, 2024 Public Safety Meeting

Prosecuting Attorney Eric Eisinger reported on a public safety meeting held on April 1, 2024 at the Benton County Administration Building. That meeting was well attended by

community leaders at the Cities, State as well as the County level. The meeting included breakout sessions which included the following:

- What should public safety look like in 3 years
- Strengths ~
  - engagement
  - police collaboration
  - motivated to make a change
- Weaknesses ~
  - processing juvenile cases, learn and adapt, accountability
  - improving recovery center, diversions & jail alternatives
  - mental health, homelessness, support/programs
  - lack of attorneys, bailiffs, court staff
  - community education
- Threats ~
  - lack of taking advantage of grant funding
  - Office of Public Defense (OPD) crisis
  - Inability to adapt as necessary

Mr. Eisinger mentioned the concern with the OPD crisis and gave current statistics within Benton County which could become a threat to public safety. He mentioned that should be a priority.

Commissioner Alvarez indicated that the above discussions have and are taking place and that the County was looking at partnerships, internships, student forgiveness options as well as looking at having meetings with Cities. Commissioner Delvin said the County should be doing all we can to make the system work before it collapses. He further stated that legislative assistance is needed before we are forced to dismiss cases. Commissioner Delvin mentioned that we were in a crisis which no one was truly aware; but needed to find a way to make the system work in an effort to secure public safety.

County Administrator MacPherson commented on current budget status and spending for the Office of Public Defense. Mr. Eisinger mentioned that the group was determined to find a solution through this crisis.

Public Safety Sales Tax Request for Proposals for Gang and Crime Prevention Initiative

Communications Coordinator, Glenn Vaagen, indicated that Benton County was seeking proposals for 2025-2026 projects and programs supporting the Benton County Gang and Crime Prevention Initiative which was funded by the Public Safety Sales Tax. The mission of the Gang & Prevention initiative was to improve the quality of life for residents reducing the incidence of gang-related and other crimes. This initiative would achieve its mission by providing resources to support efforts. Mr. Vaagen indicated that this process takes place every two years.

Commissioner McKay asked whether this RFP included Franklin County to which Mr. Vaagen indicated that it did not.

MOTION: Commissioner Alvarez moved to approve the Request for Proposals for 2025-2026 Projects and Programs supporting the Benton County Gang and Prevention Initiative. Commissioner McKay seconded and upon vote, the motion carried as presented.

Other Business

Tri-Cities C.A.R.E.S. Update

Paul Krupin, Board Member from Tri-Cities C.A.R.E.S. (TCC) presented slides on the results of a new Google Earth Visual Assessment model that allowed individuals to view the results of the Energy Facility Site Evaluation Council Mitigation Removal of the Class 3 turbines. He indicated that these slides would allow people to develop comments on the Draft Site Certification Agreement and Draft Recommendation to the Governor. The public comment period would close on April 10, 2024. The slides included information on the key observation points and areas of concern identified for Options 1 and Option 2 for:

- Benton City results
    - Applicant proposal included 4 turbines visible
    - Council mitigation proposal included no turbines visible
- Red Mountain Wineries Fidelitas results
    - Applicant proposal included 9 turbines visible
    - Council mitigation proposal included 3 turbines visible
- Badger Mountain South Residences results
    - Applicant proposal included 35+ turbines visible
    - Council mitigation proposal included 11 turbines visible
    - TCC comment proposal included no turbines visible
- Summit View Residences
    - Applicant proposal included 16+ turbines visible
    - Council mitigation proposal included 5+ turbines visible
    - TCC comment proposal – no turbines visible
- Thompson Hill Residences
    - Applicant proposal included 25 turbines visible
    - Council mitigation proposal included 14 turbines visible
    - TCC comment proposal included no turbines visible
- Badger Mt. Estates:
    - 45 additional turbines need to be removed

Mr. Krupin indicated that the final decision could be to approve, deny or send back for reconsideration with a 30 day range to file suit if the Governor does sign.

Letter to Energy Facility Site Evaluation Council

Community Development Director Greg Wendt and Planning Manager Michelle Mercer spoke about a comment letter for Board signature to the Energy Facility Site Evaluation Council regarding the Scout Clean Energy LLC for the proposed Horse Heaven Wind Farm. Ms. Mercer spoke on the options for the turbines as well as EFSEC's recommendations. It was noted that some concerns in the letter included a lack of clarity; original proposals; future footprint; as well as the county not being listed as a consultant.

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Commissioner McKay asked whether the City of Kennewick was doing a letter as well and it was noted that it was not known at this time.

MOTION: Commissioner Alvarez moved to approve a letter to EFSEC regarding the Scout Clean Energy LLC for Horse Heaven Wind Farm. Commissioner McKay seconded and upon vote motion carried.

Commissioners' Special Board Meeting Reminder

Commissioner Alvarez reminded everyone about the Commissioner workshop this afternoon regarding the Canine Shelter at 3:30 pm.

Accounts Payable

Check Date: 03/29/2024
Warrants #:255334-255469
Total of all funds: $670,575.02

EFT's #: 848-870
Transfers #: 1685-1686, 1689-1690, 1696, 1700-1707
Total of all funds: $216,541.07

Check Date: 03/29/24
EFT #: 871
Total of all funds: $6,314.00

Resolutions

2024-0255	Transfer of Funds, Fund No. 0010, Dept. 115 to 120 for Medical Supplies
2024-0256	Interlocal Agreement w/Walla Walla County Coroner's Office for Autopsy Facility Use
2024-0257	Interlocal Agreement w/Franklin County Coroner's Office for Autopsy Facility Use
2024-0258	Agreement w/San Diego Policy Equipment Company for Purchase of Ammunition
2024-0259	Subscription Agreement w/International Business Information Technologies, Inc.; Amending Resolution 2023-419
2024-0260	Contract w/Herrera Health, LLC for Functional Family Therapy Services
2024-0261	Appointments to the Solid Waste Advisory Committee
2024-0262	Transfer of Funds, Fund No. 1550, Dept. No. 000 for Engineering Services
2024-0263	Certification of Road Fund Expenditures for Traffic Law Enforcement, Fish Passage Barrier Removal & Annual Certification to County Road Administration Board
2024-0264	Contract Award to Central Washington Asphalt, Inc. for Bituminous Surface Treatment & Edge Repair
2024-0265	Contract w/GMCO Corporation for Magnesium Chloride for Public Works Department
2024-0266	Ratifying Change Order Proposals No. 1 & 2 w/Central Washington Asphalt, Inc. for the Red Mountain Access Road Project
2024-0267	Authorization to Proceed w/Advertisement for Design-Build Team for the Fairgrounds Arena Upgrade Project
2024-0268	Payment to Black Knight Emblem & Insignia, Inc. for Uniform Insignias
2024-0269	Amended Interagency Agreement w/State of WA Department of Ecology for Funding Support of the Yakima Basin Integrated Plan Coordinator

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2024-0270 KeyBank Officer's Certification for Additional Banking Services; Amending Resolution 2015-933
2024-0271 Washington State Criminal Justice Training Commission Officer Wellness Grant

There being no further business before the Board, the meeting adjourned at approximately 10:26 a.m.

_____ _____

Clerk of the Board Chairman

DRAFT

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

Special Board Meeting
Benton County Administration Building
Commissioners' Hearing Room, Kennewick, WA
Tuesday, April 9, 2024, 3:30 PM
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Jerome Delvin
Commissioner Michael Alvarez
Commissioner Will McKay
County Administrator Jerrod MacPherson
Acting Clerk of the Board Nicole Perrault

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator, Matt Rasmussen; Information Technologies Supervisor, Cody Shelton; Human Resources Manager Assistant Manager, Eric Wyant; Community Development Director, Greg Wendt; Sustainable Development Manager, Adam Fyall; Deputy Prosecuting Attorney, Ryan Brown; Risk Manager, Adam Morasch; Treasurer, Ken Spencer; Auditor, Brenda Chilton; Chief Deputy Auditor, Lorene Roe; Account Services Manager; Rayce Miller; Communications Coordinator, Glenn Vaagen; Finance Manager, Linda Ivey; Director of Operations & Capital Assets, Robert Blain; Canine Control Supervisor, Joshua Castilleja; Deputy Prosecutor Attorney, Jeffrey Aultman; Sheriff, Tom Croskrey; Undersheriff, Jon Law; Chief Finance Officer, Katie Gillies; Commander, Lee Cantu

Recommended Needs for the Canine Shelter and Possible Funding Sources
Community Development Director, Greg Wendt
Canine Control Supervisor, Joshua Castilleja

Canine Shelter Workshop – Creating a path forward
- *County Codes*
- *Staffing Levels*
- *Points of Concern*
- *Potential Solutions (Interim, Long-Term)*
- *Other Considerations*

Discussion and comments from the Board. No action taken.

The meeting adjourned at approximately 4:08 p.m.

_____ _____
Clerk of the Board Chairman

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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: 04/05/2024

Warrants # 255505-255624
Total of all Funds: $1,002,508.80

EFT # 872
Transfers # 1708, 1725-1737
Total of all Funds: $41,255.50

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
255505	04/05/2024	PRTD	106005	1919 JAY ST LLC	03/20/2024		040524	4,766.15
						CHECK	255505 TOTAL:	4,766.15
255506	04/05/2024	PRTD	100019	A-L COMPRESSED GASES	03/20/2024		040524	349.50
						CHECK	255506 TOTAL:	349.50
255507	04/05/2024	PRTD	105854	ABC LEGAL SERVICES LLC	03/15/2024		040524	67.50
						CHECK	255507 TOTAL:	67.50
255508	04/05/2024	PRTD	100067	ADKINS, GARY	03/29/2024		040524	600.00
						CHECK	255508 TOTAL:	600.00
255509	04/05/2024	PRTD	100034	AGATE PROPERTIES LLC	03/28/2024		040524	700.00
						CHECK	255509 TOTAL:	700.00
255510	04/05/2024	PRTD	100029	AMB TOOLS & EQUIPMENT CO INC	02/09/2024		040524	361.43
						CHECK	255510 TOTAL:	361.43
255511	04/05/2024	PRTD	101377	ARAMARK CORRECTIONAL SVCS LLC	03/27/2024		040524	24,894.45
						CHECK	255511 TOTAL:	24,894.45
255512	04/05/2024	PRTD	101402	ASURIS NORTHWEST HEALTH	03/04/2024		040524	5,280.00
						CHECK	255512 TOTAL:	5,280.00
255513	04/05/2024	PRTD	105837	ATLAS TECHNICAL CONSULTANTS LLC	03/28/2024		040524	115.00
				ATLAS TECHNICAL CONSULTANTS LLC	03/28/2024		040524	2,710.00
						CHECK	255513 TOTAL:	2,825.00
255514	04/05/2024	PRTD	101404	ATOMIC INK	03/13/2024		040524	180.36
						CHECK	255514 TOTAL:	180.36

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
255515	04/05/2024	PRTD	101557	B F COMMUNITY ACTION COMMITTEE	02/15/2024		040524	2,313.49
				B F COMMUNITY ACTION COMMITTEE	02/15/2024		040524	7,584.07
							CHECK 255515 TOTAL:	9,897.56
255516	04/05/2024	PRTD	101552	B-F COUNCIL OF GOVERNMENTS	03/27/2024		040524	50,564.93
							CHECK 255516 TOTAL:	50,564.93
255517	04/05/2024	PRTD	101550	B-F HEALTH DISTRICT CENTER	03/27/2024		040524	38,263.10
							CHECK 255517 TOTAL:	38,263.10
255518	04/05/2024	PRTD	100621	BADGER METER INC	03/28/2024		040524	168.21
							CHECK 255518 TOTAL:	168.21
255519	04/05/2024	PRTD	101445	BARGREEN ELLINGSON INC	04/01/2024		040524	584.53
							CHECK 255519 TOTAL:	584.53
255520	04/05/2024	PRTD	101532	BENTON CLEAN AIR AGENCY	04/01/2024		040524	10,303.39
							CHECK 255520 TOTAL:	10,303.39
255521	04/05/2024	PRTD	101535	BENTON PUD	03/27/2024		040524	150.00
				BENTON PUD	03/27/2024		040524	58.16
				BENTON PUD	04/01/2024		040524	1,519.24
				BENTON PUD	04/01/2024		040524	782.29
				BENTON PUD	04/01/2024		040524	53.10
				BENTON PUD	04/01/2024		040524	1,036.17
							CHECK 255521 TOTAL:	3,598.96
255522	04/05/2024	PRTD	101566	BENTON RURAL ELECTRIC, ASSOCIATION	03/31/2024		040524	374.25

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	255522 TOTAL:	374.25
255523	04/05/2024	PRTD	106029	BOUTEN CONSTRUCTION CO	02/27/2024		040524	76,972.22
						CHECK	255523 TOTAL:	76,972.22
255524	04/05/2024	PRTD	101632	BOYS AND GIRLS CLUB, OF BENTON & FR	01/31/2023		040524	8,488.48
				BOYS AND GIRLS CLUB, OF BENTON & FR	02/29/2024		040524	22,636.07
				BOYS AND GIRLS CLUB, OF BENTON & FR	01/31/2023		040524	339.77
				BOYS AND GIRLS CLUB, OF BENTON & FR	02/29/2024		040524	21,940.51
				BOYS AND GIRLS CLUB, OF BENTON & FR	03/31/2023		040524	10,343.29
				BOYS AND GIRLS CLUB, OF BENTON & FR	03/31/2023		040524	8,036.18
				BOYS AND GIRLS CLUB, OF BENTON & FR	04/30/2023		040524	15,343.36
				BOYS AND GIRLS CLUB, OF BENTON & FR	04/30/2023		040524	8,565.49
				BOYS AND GIRLS CLUB, OF BENTON & FR	05/31/2023		040524	13,524.75
				BOYS AND GIRLS CLUB, OF BENTON & FR	05/31/2023		040524	20,233.89
						CHECK	255524 TOTAL:	129,451.79
255525	04/05/2024	PRTD	101682	BWR HOLDINGS LLLP	03/29/2024		040524	1,094.92
						CHECK	255525 TOTAL:	1,094.92
255526	04/05/2024	PRTD	101686	C & E TRENCHING LLC	03/26/2024		040524	3,214.70
						CHECK	255526 TOTAL:	3,214.70
255527	04/05/2024	PRTD	101895	C I INFORMATION MANAGEMENT	02/29/2024		040524	148.68
				C I INFORMATION MANAGEMENT	02/29/2024		040524	29.74
				C I INFORMATION MANAGEMENT	03/31/2024		040524	178.42
				C I INFORMATION MANAGEMENT	03/31/2024		040524	29.74
				C I INFORMATION MANAGEMENT	03/31/2024		040524	29.74

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	255527 TOTAL:	416.32
255528	04/05/2024	PRTD	105028	C K J T ARCHITECTS	03/04/2024		040524	4,063.00
						CHECK	255528 TOTAL:	4,063.00
255529	04/05/2024	PRTD	101739	CARTRIDGE WORLD	03/22/2024		040524	2,263.01
				CARTRIDGE WORLD	03/26/2024		040524	1,027.17
						CHECK	255529 TOTAL:	3,290.18
255530	04/05/2024	PRTD	101783	CENTRAL WA CHAPTER OF THE IAAO	04/02/2024		040524	210.00
						CHECK	255530 TOTAL:	210.00
255531	04/05/2024	PRTD	101796	CHERVENELL CONSTRUCTION CO INC	03/25/2024		040524	101,923.95
						CHECK	255531 TOTAL:	101,923.95
255532	04/05/2024	PRTD	101814	CINTAS CORPORATION	03/26/2024		040524	192.77
						CHECK	255532 TOTAL:	192.77
255533	04/05/2024	PRTD	101817	CITY OF BENTON CITY	03/15/2024		040524	600.00
				CITY OF BENTON CITY	03/15/2024		040524	79,085.92
						CHECK	255533 TOTAL:	79,685.92
255534	04/05/2024	PRTD	101818	CITY OF KENNEWICK	03/14/2024		040524	655.97
				CITY OF KENNEWICK	03/14/2024		040524	636.19
				CITY OF KENNEWICK	03/14/2024		040524	870.71
						CHECK	255534 TOTAL:	2,162.87
255535	04/05/2024	PRTD	101824	CITY OF RICHLAND LANDFILL	03/27/2024		040524	15.00
				CITY OF RICHLAND LANDFILL	03/27/2024		040524	15.00
				CITY OF RICHLAND LANDFILL	03/27/2024		040524	17.10

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				CITY OF RICHLAND LANDFILL	03/27/2024		040524	31.92
				CITY OF RICHLAND LANDFILL	03/27/2024		040524	15.39
				CITY OF RICHLAND LANDFILL	03/27/2024		040524	54.25
				CITY OF RICHLAND LANDFILL	01/31/2024		040524	49.02
						CHECK	255535 TOTAL:	197.68
255536	04/05/2024	PRTD	101860	COLEMAN OIL COMPANY	03/15/2024		040524	75.66
				COLEMAN OIL COMPANY	03/31/2024		040524	483.31
				COLEMAN OIL COMPANY	03/31/2024		040524	132.46
				COLEMAN OIL COMPANY	03/31/2024		040524	58.01
				COLEMAN OIL COMPANY	03/31/2024		040524	354.69
				COLEMAN OIL COMPANY	03/31/2024		040524	187.63
				COLEMAN OIL COMPANY	03/31/2024		040524	1,117.41
				COLEMAN OIL COMPANY	03/31/2024		040524	661.10
						CHECK	255536 TOTAL:	3,070.27
255537	04/05/2024	PRTD	101877	COLUMBIA BASIN HOTSY	03/18/2024		040524	64.01
						CHECK	255537 TOTAL:	64.01
255538	04/05/2024	PRTD	101784	COMPREHENSIVE HEALTHCARE	03/27/2024		040524	38,536.79
						CHECK	255538 TOTAL:	38,536.79
255539	04/05/2024	PRTD	101913	COMPUNET, INC	02/26/2024		040524	44,498.89
				COMPUNET, INC	03/15/2024		040524	12,929.87
						CHECK	255539 TOTAL:	57,428.76
255540	04/05/2024	PRTD	101918	CONNELL OIL INC	03/15/2024		040524	2,432.01
				CONNELL OIL INC	03/12/2024		040524	717.74
				CONNELL OIL INC	03/21/2024	24100105	040524	281.21

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				CONNELL OIL INC	03/31/2024		040524	152.44
				CONNELL OIL INC	03/31/2024		040524	384.39
				CONNELL OIL INC	03/31/2024		040524	2,210.25
						CHECK	255540 TOTAL:	6,178.04
255541	04/05/2024	PRTD	101927	CONSOLIDATED SUPPLY CO	03/25/2024		040524	61.87
				CONSOLIDATED SUPPLY CO	03/26/2024		040524	331.21
				CONSOLIDATED SUPPLY CO	03/14/2024		040524	60.46
						CHECK	255541 TOTAL:	453.54
255542	04/05/2024	PRTD	101950	CORWIN FORD - TRI-CITIES	02/20/2024		040524	73.25
				CORWIN FORD - TRI-CITIES	01/30/2024		040524	493.88
				CORWIN FORD - TRI-CITIES	01/04/2024		040524	35.37
				CORWIN FORD - TRI-CITIES	03/21/2024		040524	-35.37
				CORWIN FORD - TRI-CITIES	01/09/2024		040524	283.89
				CORWIN FORD - TRI-CITIES	03/25/2024		040524	-283.89
				CORWIN FORD - TRI-CITIES	03/25/2024		040524	24.96
				CORWIN FORD - TRI-CITIES	03/21/2024		040524	233.32
				CORWIN FORD - TRI-CITIES	03/20/2024		040524	474.17
				CORWIN FORD - TRI-CITIES	03/22/2024		040524	493.86
				CORWIN FORD - TRI-CITIES	03/25/2024		040524	14.47
				CORWIN FORD - TRI-CITIES	03/28/2024		040524	316.40
				CORWIN FORD - TRI-CITIES	03/28/2024		040524	67.90
				CORWIN FORD - TRI-CITIES	03/28/2024		040524	264.11
				CORWIN FORD - TRI-CITIES	03/12/2024	24100015	040524	176.07
						CHECK	255542 TOTAL:	2,632.39

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
255543	04/05/2024	PRTD	100175	CROWN VILLAGE KENNEWICK LLC	03/27/2024		040524	193.05
					CHECK		255543 TOTAL:	193.05
255544	04/05/2024	PRTD	105896	DARREN JON DINWOODIE	03/25/2024		040524	300.00
					CHECK		255544 TOTAL:	300.00
255545	04/05/2024	PRTD	102040	DAY WIRELESS SYSTEMS	03/26/2024		040524	92.57
					CHECK		255545 TOTAL:	92.57
255546	04/05/2024	PRTD	102102	DIRECT AUTOMOTIVE DISTRIBUTING	03/14/2024		040524	50.25
				DIRECT AUTOMOTIVE DISTRIBUTING	03/12/2024	24100008	040524	42.20
				DIRECT AUTOMOTIVE DISTRIBUTING	03/12/2024	24100009	040524	965.33
				DIRECT AUTOMOTIVE DISTRIBUTING	03/15/2024	24100013	040524	323.06
				DIRECT AUTOMOTIVE DISTRIBUTING	03/21/2024	24100103	040524	104.85
				DIRECT AUTOMOTIVE DISTRIBUTING	03/25/2024	24100102	040524	284.75
				DIRECT AUTOMOTIVE DISTRIBUTING	03/25/2024		040524	173.25
				DIRECT AUTOMOTIVE DISTRIBUTING	03/27/2024	24100112	040524	42.20
				DIRECT AUTOMOTIVE DISTRIBUTING	04/01/2024	24100111	040524	21.10
					CHECK		255546 TOTAL:	2,006.99
255547	04/05/2024	PRTD	102112	DLR GROUP INC	02/05/2024		040524	16,505.00
				DLR GROUP INC	03/05/2024		040524	5,587.50
					CHECK		255547 TOTAL:	22,092.50
255548	04/05/2024	PRTD	102153	EAGLE ROCK LLC	04/01/2024		040524	375.02
					CHECK		255548 TOTAL:	375.02
255549	04/05/2024	PRTD	101354	EUROFINS ANA LABORATORIES INC	03/19/2024	24100104	040524	396.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	255549 TOTAL:	396.00
255550	04/05/2024	PRTD	105740	FINALCOVER LLC	03/04/2024		040524	13,038.00
						CHECK	255550 TOTAL:	13,038.00
255551	04/05/2024	PRTD	101025	FREEFORM INTERIORS	02/07/2024		040524	658.25
						CHECK	255551 TOTAL:	658.25
255552	04/05/2024	PRTD	102465	GORDON THOMAS HONEYWELL, GOVERNMENT	03/31/2024		040524	4,375.00
				GORDON THOMAS HONEYWELL, GOVERNMENT	03/31/2024		040524	7,350.00
						CHECK	255552 TOTAL:	11,725.00
255553	04/05/2024	PRTD	100166	GROW SCALE LLC	03/28/2024		040524	2,094.00
						CHECK	255553 TOTAL:	2,094.00
255554	04/05/2024	PRTD	105599	H&L AUTO GLASS LLC	03/20/2024		040524	1,051.18
				H&L AUTO GLASS LLC	03/15/2024		040524	32.43
				H&L AUTO GLASS LLC	03/14/2024		040524	32.43
				H&L AUTO GLASS LLC	03/15/2024		040524	32.43
				H&L AUTO GLASS LLC	03/22/2024		040524	1,462.97
				H&L AUTO GLASS LLC	03/20/2024		040524	54.05
				H&L AUTO GLASS LLC	03/29/2024		040524	32.43
						CHECK	255554 TOTAL:	2,697.92
255555	04/05/2024	PRTD	102548	HART, PAUL	04/03/2024		040524	40.20
						CHECK	255555 TOTAL:	40.20
255556	04/05/2024	PRTD	100791	HEATHERSTONE PRESERVATION LP	03/27/2024		040524	174.00
				HEATHERSTONE PRESERVATION LP	03/29/2024		040524	1,580.00
				HEATHERSTONE PRESERVATION LP	03/28/2024		040524	1,273.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	255556 TOTAL:	3,027.00
255557	04/05/2024	PRTD	100791	HEATHERSTONE PRESERVATION LP	03/29/2024		040524	849.00
						CHECK	255557 TOTAL:	849.00
255558	04/05/2024	PRTD	105248	HILL INTERNATIONAL INC	03/14/2024		040524	2,833.52
				HILL INTERNATIONAL INC	03/19/2024		040524	9,525.78
						CHECK	255558 TOTAL:	12,359.30
255559	04/05/2024	PRTD	102644	HOUSING AUTHORITY, CITY OF KENNEWIC	03/27/2024		040524	4,165.48
						CHECK	255559 TOTAL:	4,165.48
255560	04/05/2024	PRTD	101092	HR & CB INC	03/27/2024		040524	4,250.00
						CHECK	255560 TOTAL:	4,250.00
255561	04/05/2024	PRTD	102679	IDEAL OPTION PLLC	04/01/2024		040524	10,262.03
						CHECK	255561 TOTAL:	10,262.03
255562	04/05/2024	PRTD	102717	INTERMOUNTAIN SIGN & SAFETY, INC	02/28/2024		040524	19,494.07
						CHECK	255562 TOTAL:	19,494.07
255563	04/05/2024	PRTD	102778	JIM'S PACIFIC GARAGES, INC	03/12/2024		040524	91.71
				JIM'S PACIFIC GARAGES, INC	03/13/2024		040524	28.30
				JIM'S PACIFIC GARAGES, INC	03/14/2024		040524	99.86
				JIM'S PACIFIC GARAGES, INC	03/22/2024		040524	45.08
				JIM'S PACIFIC GARAGES, INC	03/15/2024	24100012	040524	101.85
						CHECK	255563 TOTAL:	366.80
255564	04/05/2024	PRTD	102791	JOHNSON, FLOYD	04/03/2024		040524	125.07

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	255564 TOTAL:	125.07
255565	04/05/2024	PRTD	104935	KBT DISTRIBUTING LLC	03/08/2024		040524	11,275.88
						CHECK	255565 TOTAL:	11,275.88
255566	04/05/2024	PRTD	102826	KEEFE COMMISSARY NETWORK, LLC	03/27/2024		040524	5,163.20
				KEEFE COMMISSARY NETWORK, LLC	03/27/2024		040524	-44.82
				KEEFE COMMISSARY NETWORK, LLC	04/01/2024		040524	-31.03
						CHECK	255566 TOTAL:	5,087.35
255567	04/05/2024	PRTD	102839	KIE SUPPLY CORPORATION	03/26/2024		040524	3.45
						CHECK	255567 TOTAL:	3.45
255568	04/05/2024	PRTD	100738	KNUTZEN ENGINEERING	03/22/2024		040524	445.00
						CHECK	255568 TOTAL:	445.00
255569	04/05/2024	PRTD	105173	L&A GENERAL CONTRUCTION	03/27/2024		040524	950.00
						CHECK	255569 TOTAL:	950.00
255570	04/05/2024	PRTD	102904	LA SERENA AT HANSEN PARK LLC	03/27/2024		040524	1,062.00
						CHECK	255570 TOTAL:	1,062.00
255571	04/05/2024	PRTD	102940	LAW OFFICE OF SUSAN ELIZABETH , DRU	03/27/2024		040524	3,000.00
						CHECK	255571 TOTAL:	3,000.00
255572	04/05/2024	PRTD	103004	LITHIA CHRYSLER JEEP, DODGE OF TRI-	12/05/2023		040524	79.00
						CHECK	255572 TOTAL:	79.00
255573	04/05/2024	PRTD	102954	LOU SOWERS PC	03/30/2024		040524	1,400.00
						CHECK	255573 TOTAL:	1,400.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
255574	04/05/2024	PRTD	103030	LUTHERAN COMMUNITY SERVICES	03/18/2024		040524	11,580.00
						CHECK	255574 TOTAL:	11,580.00
255575	04/05/2024	PRTD	105565	MENKE JACKSON BEYER LLP	02/29/2024		040524	6,192.95
						CHECK	255575 TOTAL:	6,192.95
255576	04/05/2024	PRTD	103158	MID COLUMBIA FORKLIFT INC	01/15/2024		040524	367.49
				MID COLUMBIA FORKLIFT INC	03/13/2024		040524	208.55
						CHECK	255576 TOTAL:	576.04
255577	04/05/2024	PRTD	103175	MINUTEMAN PRESS OF KENNEWICK	03/26/2024		040524	71.79
						CHECK	255577 TOTAL:	71.79
255578	04/05/2024	PRTD	103189	MONARCH MACHINE & TOOL CO INC	03/13/2024		040524	133.42
						CHECK	255578 TOTAL:	133.42
255579	04/05/2024	PRTD	103193	MOON SECURITY SERVICES INC	04/01/2024		040524	1,253.64
						CHECK	255579 TOTAL:	1,253.64
255580	04/05/2024	PRTD	104963	MR ROOTER PLUMBING	08/30/2023		040524	5,398.81
						CHECK	255580 TOTAL:	5,398.81
255581	04/05/2024	PRTD	100595	MS PROPERTIES	03/28/2024		040524	2,918.00
						CHECK	255581 TOTAL:	2,918.00
255582	04/05/2024	PRTD	103222	MUNOZ, RENEE LYNN	04/03/2024		040524	44.00
				MUNOZ, RENEE LYNN	04/03/2024		040524	66.50
						CHECK	255582 TOTAL:	110.50

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
255583	04/05/2024	PRTD	103248	NAPA-PROSSER	03/27/2024		040524	242.54
					CHECK		255583 TOTAL:	242.54
255584	04/05/2024	PRTD	103404	O'REILLY AUTO PARTS	03/29/2024	24100109	040524	45.48
				O'REILLY AUTO PARTS	03/26/2024	24100110	040524	154.09
					CHECK		255584 TOTAL:	199.57
255585	04/05/2024	PRTD	103384	ON SCENE MEDICAL SERVICES, PC	04/01/2024		040524	468.00
					CHECK		255585 TOTAL:	468.00
255586	04/05/2024	PRTD	999999	Tami Oaks	03/20/2024		040524	2,075.60
					CHECK		255586 TOTAL:	2,075.60
255587	04/05/2024	PRTD	999996	ANDREA HOYT	03/01/2023		040524	3,556.00
					CHECK		255587 TOTAL:	3,556.00
255588	04/05/2024	PRTD	103373	ORRCO OIL RE-REFINING CO. INC	03/20/2024		040524	561.90
				ORRCO OIL RE-REFINING CO. INC	03/07/2024		040524	796.20
					CHECK		255588 TOTAL:	1,358.10
255589	04/05/2024	PRTD	103427	OXARC INC	03/25/2024		040524	651.22
					CHECK		255589 TOTAL:	651.22
255590	04/05/2024	PRTD	105683	PACIFIC NORTHWEST LEGAL SUPPORT	02/16/2024		040524	175.00
				PACIFIC NORTHWEST LEGAL SUPPORT	02/28/2024		040524	175.00
				PACIFIC NORTHWEST LEGAL SUPPORT	03/08/2024		040524	27.18
					CHECK		255590 TOTAL:	377.18
255591	04/05/2024	PRTD	103472	PACWEST MACHINERY LLC	03/20/2024	24100106	040524	108.96

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	255591 TOTAL:	108.96
255592	04/05/2024	PRTD	101214	PARAGON EQUITY MANAGEMENT, LLC	03/27/2024		040524	1,125.00
						CHECK	255592 TOTAL:	1,125.00
255593	04/05/2024	PRTD	103526	PENSER NORTHAMERICA, INC.	04/04/2024		040524	2,590.00
						CHECK	255593 TOTAL:	2,590.00
255594	04/05/2024	PRTD	103652	PITNEY BOWES PURCHASE POWER	03/14/2024		040524	2,630.74
						CHECK	255594 TOTAL:	2,630.74
255595	04/05/2024	PRTD	103582	PORT OF KENNEWICK	01/01/2024		040524	319.22
						CHECK	255595 TOTAL:	319.22
255596	04/05/2024	PRTD	103590	POSTMASTER- BLAINE POST OFFICE	03/28/2024		040524	5,000.00
						CHECK	255596 TOTAL:	5,000.00
255597	04/05/2024	PRTD	100824	PPC SOLUTIONS INC	02/29/2024		040524	25,850.95
						CHECK	255597 TOTAL:	25,850.95
255598	04/05/2024	PRTD	103613	PROCLAIM, INC	03/12/2024		040524	780.00
						CHECK	255598 TOTAL:	780.00
255599	04/05/2024	PRTD	100835	PRONTO PROCESS SERVICE	02/21/2024		040524	45.00
				PRONTO PROCESS SERVICE	02/28/2024		040524	35.00
				PRONTO PROCESS SERVICE	02/28/2024		040524	40.00
				PRONTO PROCESS SERVICE	02/08/2024		040524	55.00
				PRONTO PROCESS SERVICE	02/08/2024		040524	45.00
				PRONTO PROCESS SERVICE	02/12/2024		040524	30.00
				PRONTO PROCESS SERVICE	02/12/2024		040524	30.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				PRONTO PROCESS SERVICE	02/12/2024		040524	30.00
				PRONTO PROCESS SERVICE	02/20/2024		040524	30.00
				PRONTO PROCESS SERVICE	02/06/2024		040524	30.00
				PRONTO PROCESS SERVICE	02/12/2024		040524	45.00
				PRONTO PROCESS SERVICE	02/13/2024		040524	45.00
				PRONTO PROCESS SERVICE	02/21/2024		040524	45.00
				PRONTO PROCESS SERVICE	02/21/2024		040524	45.00
				PRONTO PROCESS SERVICE	02/21/2024		040524	45.00
				PRONTO PROCESS SERVICE	02/26/2024		040524	30.00
				PRONTO PROCESS SERVICE	02/29/2024		040524	45.00
				PRONTO PROCESS SERVICE	02/26/2024		040524	45.00
				PRONTO PROCESS SERVICE	02/27/2024		040524	30.00
				PRONTO PROCESS SERVICE	03/27/2024		040524	45.00
				PRONTO PROCESS SERVICE	03/28/2024		040524	35.00
				PRONTO PROCESS SERVICE	03/28/2024		040524	40.00
						CHECK	255599 TOTAL:	865.00
255600	04/05/2024	PRTD	100835	PRONTO PROCESS SERVICE	02/28/2024		040524	25.00
						CHECK	255600 TOTAL:	25.00
255601	04/05/2024	PRTD	102821	RBJK VENTURE, LLC	03/28/2024		040524	955.00
						CHECK	255601 TOTAL:	955.00
255602	04/05/2024	PRTD	103671	RDO TRUST #80-6130	03/27/2024		040524	1,386.35
						CHECK	255602 TOTAL:	1,386.35
255603	04/05/2024	PRTD	103755	RICOH USA, INC	03/22/2024		040524	123.02
				RICOH USA, INC	03/22/2024		040524	551.49

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				RICOH USA, INC	03/22/2024		040524	606.69
				RICOH USA, INC	03/21/2024		040524	339.96
				RICOH USA, INC	03/25/2024		040524	525.07
				RICOH USA, INC	03/26/2024		040524	155.91
				RICOH USA, INC	03/26/2024		040524	155.08
				RICOH USA, INC	03/21/2024		040524	60.39
					CHECK		255603 TOTAL:	2,517.61
255604	04/05/2024	PRTD	103865	SCHINDLER ELEVATOR CORP.	04/01/2024		040524	3,940.38
					CHECK		255604 TOTAL:	3,940.38
255605	04/05/2024	PRTD	103963	SNOHOMISH COUNTY MEDICAL, EXAMINER'	02/28/2023		040524	2,058.00
				SNOHOMISH COUNTY MEDICAL, EXAMINER'	01/31/2023		040524	1,818.00
				SNOHOMISH COUNTY MEDICAL, EXAMINER'	03/31/2023		040524	6,174.00
				SNOHOMISH COUNTY MEDICAL, EXAMINER'	04/30/2023		040524	2,058.00
				SNOHOMISH COUNTY MEDICAL, EXAMINER'	05/31/2023		040524	4,665.00
				SNOHOMISH COUNTY MEDICAL, EXAMINER'	06/30/2023		040524	3,636.00
				SNOHOMISH COUNTY MEDICAL, EXAMINER'	07/31/2023		040524	8,000.00
					CHECK		255605 TOTAL:	28,409.00
255606	04/05/2024	PRTD	104014	SPOKANE HOUSE OF HOSE INC	03/19/2024		040524	103.11
				SPOKANE HOUSE OF HOSE INC	04/01/2024		040524	25.01
					CHECK		255606 TOTAL:	128.12
255607	04/05/2024	PRTD	103909	STARLITE MOTEL	03/27/2024		040524	975.00
					CHECK		255607 TOTAL:	975.00
255608	04/05/2024	PRTD	104093	SUPPORT, ADVOCACY AND	01/31/2024		040524	7,039.41
				SUPPORT, ADVOCACY AND	02/29/2024		040524	7,198.59

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	255608 TOTAL:	14,238.00
255609	04/05/2024	PRTD	104116	TAHITIAN MOTOR INN	03/27/2024		040524	372.75
				TAHITIAN MOTOR INN	03/27/2024		040524	372.75
				TAHITIAN MOTOR INN	03/28/2024		040524	464.45
						CHECK	255609 TOTAL:	1,209.95
255610	04/05/2024	PRTD	104116	TAHITIAN MOTOR INN	03/29/2024		040524	312.00
						CHECK	255610 TOTAL:	312.00
255611	04/05/2024	PRTD	101142	TOM DENCHEL FORD COUNTRY, OF PROSSE	03/20/2024		040524	187.34
				TOM DENCHEL FORD COUNTRY, OF PROSSE	03/20/2024		040524	-17.39
						CHECK	255611 TOTAL:	169.95
255612	04/05/2024	PRTD	104191	TRAFFIC SAFETY SUPPLY CO INC	03/19/2024		040524	1,432.22
				TRAFFIC SAFETY SUPPLY CO INC	03/25/2024		040524	3,342.51
						CHECK	255612 TOTAL:	4,774.73
255613	04/05/2024	PRTD	104196	TRANSUNION RISK AND ALTERNATIV, DAT	04/01/2024		040524	81.53
						CHECK	255613 TOTAL:	81.53
255614	04/05/2024	PRTD	104324	VALLEY PUBLISHING CO	02/21/2024		040524	232.69
						CHECK	255614 TOTAL:	232.69
255615	04/05/2024	PRTD	104336	VERIZON WIRELESS	03/22/2024		040524	17,859.61
						CHECK	255615 TOTAL:	17,859.61
255616	04/05/2024	PRTD	101271	VICS AUTO AND SUPPLY, NAPA	03/01/2024	24100005	040524	158.94
				VICS AUTO AND SUPPLY, NAPA	03/01/2024	24100006	040524	367.71
				VICS AUTO AND SUPPLY, NAPA	03/13/2024	24100007	040524	27.75

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
			VICS AUTO AND SUPPLY, NAPA	03/15/2024	24100014	040524	193.08
			VICS AUTO AND SUPPLY, NAPA	03/15/2024	24100016	040524	268.54
			VICS AUTO AND SUPPLY, NAPA	03/18/2024		040524	-5.93
			VICS AUTO AND SUPPLY, NAPA	03/21/2024	24100107	040524	73.02
			VICS AUTO AND SUPPLY, NAPA	03/21/2024		040524	2.62
			VICS AUTO AND SUPPLY, NAPA	03/25/2024		040524	124.61
			VICS AUTO AND SUPPLY, NAPA	03/11/2024	23100100	040524	607.27
			VICS AUTO AND SUPPLY, NAPA	03/19/2024	24100100	040524	8.36
			VICS AUTO AND SUPPLY, NAPA	03/25/2024	24100101	040524	165.05
			VICS AUTO AND SUPPLY, NAPA	04/01/2024	24100108	040524	12.53
			VICS AUTO AND SUPPLY, NAPA	03/27/2024		040524	7.97
			VICS AUTO AND SUPPLY, NAPA	03/27/2024		040524	23.91
			VICS AUTO AND SUPPLY, NAPA	03/27/2024		040524	-31.88
			VICS AUTO AND SUPPLY, NAPA	03/29/2024		040524	20.09
			VICS AUTO AND SUPPLY, NAPA	04/01/2024		040524	21.79
			VICS AUTO AND SUPPLY, NAPA	04/01/2024		040524	49.53
			VICS AUTO AND SUPPLY, NAPA	04/01/2024		040524	14.99
					CHECK	255616 TOTAL:	2,109.95
255617	04/05/2024	PRTD	105402 VIQ SOLUTIONS INC	12/31/2023		040524	145.86
			VIQ SOLUTIONS INC	02/29/2024		040524	915.12
					CHECK	255617 TOTAL:	1,060.98
255618	04/05/2024	PRTD	104376 W A C O	04/01/2024		040524	8,300.50
					CHECK	255618 TOTAL:	8,300.50

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
255619	04/05/2024	PRTD	104455	WA ST DEPT OF HEALTH	03/20/2024		040524	21,780.00
						CHECK	255619 TOTAL:	21,780.00
255620	04/05/2024	PRTD	104463	WA ST DEPT OF REVENUE	03/26/2024		040524	11,373.65
						CHECK	255620 TOTAL:	11,373.65
255621	04/05/2024	PRTD	104452	WA ST DEPT OF TRANSPORTATION	01/23/2024		040524	3,429.37
						CHECK	255621 TOTAL:	3,429.37
255622	04/05/2024	PRTD	104528	WESTERN EXTERMINATOR COMPANY	02/26/2024		040524	251.64
				WESTERN EXTERMINATOR COMPANY	03/12/2024		040524	131.34
				WESTERN EXTERMINATOR COMPANY	03/12/2024		040524	291.87
				WESTERN EXTERMINATOR COMPANY	03/19/2024		040524	251.64
						CHECK	255622 TOTAL:	926.49
255623	04/05/2024	PRTD	104614	YOURMEMBERSHIP.COM INC	03/20/2024		040524	624.50
						CHECK	255623 TOTAL:	624.50
255624	04/05/2024	PRTD	104628	ZIPLY FIBER	03/01/2024		040524	324.84
						CHECK	255624 TOTAL:	324.84

NUMBER OF CHECKS 120 *** CASH ACCOUNT TOTAL *** 1,002,508.80

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	120	1,002,508.80

*** GRAND TOTAL *** 1,002,508.80

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 4 834								
APP HS850000-21340					Vouchers Payable		32,639.12	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP 99900000-11120					AP Check Claims Clearing			1,002,508.80
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP ER850000-21340					Vouchers Payable		38,713.25	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP GF005000-21340					Vouchers Payable		272,402.38	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP PS850000-21340					Vouchers Payable		205,691.78	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP HH850000-21340					Vouchers Payable		7,584.07	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP FG850000-21340					Vouchers Payable		4,285.12	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP VA850000-21340					Vouchers Payable		401.21	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP BHF85000-21340					Vouchers Payable		110,533.87	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP EL500000-21340					Vouchers Payable		3,291.59	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP CP850000-21340					Vouchers Payable		173,193.05	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP IT850000-21340					Vouchers Payable		22,318.56	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP SW850000-21340					Vouchers Payable		272.72	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP BH850000-21340					Vouchers Payable		38,536.79	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP BU850000-21340					Vouchers Payable		2,459.99	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP JD850000-21340					Vouchers Payable		10,405.42	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP CJ850000-21340					Vouchers Payable		5,401.51	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP PD850000-21340					Vouchers Payable		375.02	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP RD850000-21340					Vouchers Payable		39,283.77	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP IB850000-21340					Vouchers Payable		5,087.35	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP WC850000-21340					Vouchers Payable		2,590.00	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP BS850000-21340					Vouchers Payable		319.22	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP IM850000-21340					Vouchers Payable		26,680.70	
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL			
APP JC850000-21340					Vouchers Payable		42.31	

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
04/05/2024	040524	040524			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			1,002,508.80	1,002,508.80
APP 99900000-81080					Due To Human Services			32,639.12	
04/05/2024	040524	040524							
APP HS810000-11110					Cash Equity				32,639.12
04/05/2024	040524	040524							
APP 99900000-85010					Due To Equipment Rental & Rev			38,713.25	
04/05/2024	040524	040524							
APP ER810000-11110					Cash Equity				38,713.25
04/05/2024	040524	040524							
APP 99900000-80010					Due To General Fund			272,402.38	
04/05/2024	040524	040524							
APP GF001000-11110					Cash Equity				272,402.38
04/05/2024	040524	040524							
APP 99900000-81480					Due To Public Safety Tax Fund			205,691.78	
04/05/2024	040524	040524							
APP PS810000-11110					Cash Equity				205,691.78
04/05/2024	040524	040524							
APP 99900000-81540					Due To Homeless Hsng & Assistn			7,584.07	
04/05/2024	040524	040524							
APP HH810000-11110					Cash Equity				7,584.07
04/05/2024	040524	040524							
APP 99900000-81240					Due To Fairgrounds Oper Budget			4,285.12	
04/05/2024	040524	040524							
APP FG810000-11110					Cash Equity				4,285.12
04/05/2024	040524	040524							
APP 99900000-81040					Due To Veterans Assistance Fnd			401.21	
04/05/2024	040524	040524							
APP VA810000-11110					Cash Equity				401.21
04/05/2024	040524	040524							
APP 99900000-81600					Due To Behavioral Health			110,533.87	
04/05/2024	040524	040524							
APP BHF81000-11110					Cash Equity				110,533.87
04/05/2024	040524	040524							
APP 99900000-81110					Due To Election Reserve			3,291.59	
04/05/2024	040524	040524							
APP EL100000-11110					Cash Equity				3,291.59
04/05/2024	040524	040524							
APP 99900000-83050					Due To Capital Projects			173,193.05	
04/05/2024	040524	040524							
APP CP810000-11110					Cash Equity				173,193.05
04/05/2024	040524	040524							
APP 99900000-85020					Due To Central Services			22,318.56	
04/05/2024	040524	040524							
APP IT810000-11110					Cash Equity				22,318.56
04/05/2024	040524	040524							

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 99900000-81550 04/05/2024	040524	040524			Due To Solid Waste Collection			272.72	
APP SW810000-11110 04/05/2024	040524	040524			Cash Equity				272.72
APP 99900000-81070 04/05/2024	040524	040524			Due To Benton County Human Srv			38,536.79	
APP BH810000-11110 04/05/2024	040524	040524			Cash Equity				38,536.79
APP 99900000-81490 04/05/2024	040524	040524			Due To Protective Insp Srvs Fd			2,459.99	
APP BU810000-11110 04/05/2024	040524	040524			Cash Equity				2,459.99
APP 99900000-81420 04/05/2024	040524	040524			Due To Jail Depreciation Reser			10,405.42	
APP JD810000-11110 04/05/2024	040524	040524			Cash Equity				10,405.42
APP 99900000-81330 04/05/2024	040524	040524			Due To 1/10% Cj Jail-Juvenile			5,401.51	
APP CJ810000-11110 04/05/2024	040524	040524			Cash Equity				5,401.51
APP 99900000-81100 04/05/2024	040524	040524			Due To Park Development			375.02	
APP PD810000-11110 04/05/2024	040524	040524			Cash Equity				375.02
APP 99900000-81010 04/05/2024	040524	040524			Due To County Road			39,283.77	
APP RD810000-11110 04/05/2024	040524	040524			Cash Equity				39,283.77
APP 99900000-81160 04/05/2024	040524	040524			Due To Inmate Benevolence Fund			5,087.35	
APP IB810000-11110 04/05/2024	040524	040524			Cash Equity				5,087.35
APP 99900000-85030 04/05/2024	040524	040524			Due To Workmens Compensation			2,590.00	
APP WC810000-11110 04/05/2024	040524	040524			Cash Equity				2,590.00
APP 99900000-81270 04/05/2024	040524	040524			Due To Boating Safety & Patrol			319.22	
APP BS810000-11110 04/05/2024	040524	040524			Cash Equity				319.22
APP 99900000-85040 04/05/2024	040524	040524			Due To Insurance Management			26,680.70	
APP IM810000-11110 04/05/2024	040524	040524			Cash Equity				26,680.70
APP 99900000-81150 04/05/2024	040524	040524			Due To Juvenile Center			42.31	
APP JC810000-11110 04/05/2024	040524	040524			Cash Equity				42.31
								319,284.48	319,284.48

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
					SYSTEM GENERATED ENTRIES	TOTAL		1,002,508.80	1,002,508.80
					JOURNAL 2024/04/834	TOTAL		2,005,017.60	2,005,017.60

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	4	834	04/05/2024			
GF001000-11110				Cash Equity			272,402.38
GF005000-21340				Vouchers Payable		272,402.38	
					FUND TOTAL	272,402.38	272,402.38
1010 County Road	2024	4	834	04/05/2024			
RD810000-11110				Cash Equity			39,283.77
RD850000-21340				Vouchers Payable		39,283.77	
					FUND TOTAL	39,283.77	39,283.77
1040 Veterans Assistance Fund	2024	4	834	04/05/2024			
VA810000-11110				Cash Equity			401.21
VA850000-21340				Vouchers Payable		401.21	
					FUND TOTAL	401.21	401.21
1070 Benton County Human Services	2024	4	834	04/05/2024			
BH810000-11110				Cash Equity			38,536.79
BH850000-21340				Vouchers Payable		38,536.79	
					FUND TOTAL	38,536.79	38,536.79
1080 Human Services	2024	4	834	04/05/2024			
HS810000-11110				Cash Equity			32,639.12
HS850000-21340				Vouchers Payable		32,639.12	
					FUND TOTAL	32,639.12	32,639.12
1100 Park Development	2024	4	834	04/05/2024			
PD810000-11110				Cash Equity			375.02
PD850000-21340				Vouchers Payable		375.02	
					FUND TOTAL	375.02	375.02
1110 Election Reserve	2024	4	834	04/05/2024			
EL100000-11110				Cash Equity			3,291.59
EL500000-21340				Vouchers Payable		3,291.59	
					FUND TOTAL	3,291.59	3,291.59
1150 Juvenile Center	2024	4	834	04/05/2024			
JC810000-11110				Cash Equity			42.31
JC850000-21340				Vouchers Payable		42.31	
					FUND TOTAL	42.31	42.31
1160 Inmate Benevolence Fund	2024	4	834	04/05/2024			

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
IB810000-11110				Cash Equity			5,087.35
IB850000-21340				Vouchers Payable		5,087.35	
					FUND TOTAL	5,087.35	5,087.35
1240 Event Center	2024	4	834	04/05/2024			
FG810000-11110				Cash Equity			4,285.12
FG850000-21340				Vouchers Payable		4,285.12	
					FUND TOTAL	4,285.12	4,285.12
1270 Boating Safety & Patrol Fund	2024	4	834	04/05/2024			
BS810000-11110				Cash Equity			319.22
BS850000-21340				Vouchers Payable		319.22	
					FUND TOTAL	319.22	319.22
1330 1/10% Cj Jail-Juvenile	2024	4	834	04/05/2024			
CJ810000-11110				Cash Equity			5,401.51
CJ850000-21340				Vouchers Payable		5,401.51	
					FUND TOTAL	5,401.51	5,401.51
1420 Jail Depreciation Reserve	2024	4	834	04/05/2024			
JD810000-11110				Cash Equity			10,405.42
JD850000-21340				Vouchers Payable		10,405.42	
					FUND TOTAL	10,405.42	10,405.42
1480 Public Safety Tax Fund	2024	4	834	04/05/2024			
PS810000-11110				Cash Equity			205,691.78
PS850000-21340				Vouchers Payable		205,691.78	
					FUND TOTAL	205,691.78	205,691.78
1490 Protective Inspection Srvs Fnd	2024	4	834	04/05/2024			
BU810000-11110				Cash Equity			2,459.99
BU850000-21340				Vouchers Payable		2,459.99	
					FUND TOTAL	2,459.99	2,459.99
1540 Homeless Housing And Assistnce	2024	4	834	04/05/2024			
HH810000-11110				Cash Equity			7,584.07
HH850000-21340				Vouchers Payable		7,584.07	
					FUND TOTAL	7,584.07	7,584.07
1550 Solid Waste Collection Fund	2024	4	834	04/05/2024			
SW810000-11110				Cash Equity			272.72

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
SW850000-21340				Vouchers Payable		272.72	
					FUND TOTAL	272.72	272.72
1600 Behavioral Health	2024	4	834	04/05/2024			
BHF81000-11110				Cash Equity			110,533.87
BHF85000-21340				Vouchers Payable		110,533.87	
					FUND TOTAL	110,533.87	110,533.87
3050 Capital Projects	2024	4	834	04/05/2024			
CP810000-11110				Cash Equity			173,193.05
CP850000-21340				Vouchers Payable		173,193.05	
					FUND TOTAL	173,193.05	173,193.05
5010 Equipment Rental & Revolving	2024	4	834	04/05/2024			
ER810000-11110				Cash Equity			38,713.25
ER850000-21340				Vouchers Payable		38,713.25	
					FUND TOTAL	38,713.25	38,713.25
5020 Central Services	2024	4	834	04/05/2024			
IT810000-11110				Cash Equity			22,318.56
IT850000-21340				Vouchers Payable		22,318.56	
					FUND TOTAL	22,318.56	22,318.56
5030 Workmens Compensation	2024	4	834	04/05/2024			
WC810000-11110				Cash Equity			2,590.00
WC850000-21340				Vouchers Payable		2,590.00	
					FUND TOTAL	2,590.00	2,590.00
5040 Insurance Management	2024	4	834	04/05/2024			
IM810000-11110				Cash Equity			26,680.70
IM850000-21340				Vouchers Payable		26,680.70	
					FUND TOTAL	26,680.70	26,680.70
9999 Treasurers Pooled Cash	2024	4	834	04/05/2024			
99900000-11120				AP Check Claims Clearing			1,002,508.80
99900000-80010				Due To General Fund		272,402.38	
99900000-81010				Due To County Road		39,283.77	
99900000-81040				Due To Veterans Assistance Fnd		401.21	
99900000-81070				Due To Benton County Human Srv		38,536.79	
99900000-81080				Due To Human Services		32,639.12	
99900000-81100				Due To Park Development		375.02	
99900000-81110				Due To Election Reserve		3,291.59	

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
99900000-81150				Due To Juvenile Center	42.31	
99900000-81160				Due To Inmate Benevolence Fund	5,087.35	
99900000-81240				Due To Fairgrounds Oper Budget	4,285.12	
99900000-81270				Due To Boating Safety & Patrol	319.22	
99900000-81330				Due To 1/10% Cj Jail-Juvenile	5,401.51	
99900000-81420				Due To Jail Depreciation Reser	10,405.42	
99900000-81480				Due To Public Safety Tax Fund	205,691.78	
99900000-81490				Due To Protective Insp Srvs Fd	2,459.99	
99900000-81540				Due To Homeless Hsng & Assistn	7,584.07	
99900000-81550				Due To Solid Waste Collection	272.72	
99900000-81600				Due To Behavioral Health	110,533.87	
99900000-83050				Due To Capital Projects	173,193.05	
99900000-85010				Due To Equipment Rental & Rev	38,713.25	
99900000-85020				Due To Central Services	22,318.56	
99900000-85030				Due To Workmens Compensation	2,590.00	
99900000-85040				Due To Insurance Management	26,680.70	
				FUND TOTAL	1,002,508.80	1,002,508.80

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		272,402.38
1010	County Road		39,283.77
1040	Veterans Assistance Fund		401.21
1070	Benton County Human Services		38,536.79
1080	Human Services		32,639.12
1100	Park Development		375.02
1110	Election Reserve		3,291.59
1150	Juvenile Center		42.31
1160	Inmate Benevolence Fund		5,087.35
1240	Event Center		4,285.12
1270	Boating Safety & Patrol Fund		319.22
1330	1/10% Cj Jail-Juvenile		5,401.51
1420	Jail Depreciation Reserve		10,405.42
1480	Public Safety Tax Fund		205,691.78
1490	Protective Inspection Srvs Fnd		2,459.99
1540	Homeless Housing And Assistnce		7,584.07
1550	Solid Waste Collection Fund		272.72
1600	Behavioral Health		110,533.87
3050	Capital Projects		173,193.05
5010	Equipment Rental & Revolving		38,713.25
5020	Central Services		22,318.56
5030	Workmens Compensation		2,590.00
5040	Insurance Management		26,680.70
9999	Treasurers Pooled Cash	1,002,508.80	
	TOTAL	1,002,508.80	1,002,508.80

** 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
872	04/05/2024	EFT	105600	FELSTED LAW FIRM LLC	03/09/2024		040524E	580.00
				FELSTED LAW FIRM LLC	03/11/2024		040524E	280.00
				FELSTED LAW FIRM LLC	03/11/2024		040524E	1,000.00
				FELSTED LAW FIRM LLC	03/11/2024		040524E	4,680.00
				FELSTED LAW FIRM LLC	03/11/2024		040524E	460.00
				FELSTED LAW FIRM LLC	03/11/2024		040524E	540.00
				FELSTED LAW FIRM LLC	03/09/2024		040524E	2,480.00
				FELSTED LAW FIRM LLC	03/16/2024		040524E	680.00
				FELSTED LAW FIRM LLC	03/16/2024		040524E	1,220.00
							CHECK 872 TOTAL:	11,920.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 11,920.00

	COUNT	AMOUNT
TOTAL EFT'S	1	11,920.00

*** GRAND TOTAL *** 11,920.00

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 4 836									
APP GF005000-21340					Vouchers Payable			11,920.00	
04/05/2024	040524E	040524			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP Wire Clearing				11,920.00
04/05/2024	040524E	040524			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			11,920.00	11,920.00
APP 99900000-80010					Due To General Fund			11,920.00	
04/05/2024	040524E	040524							
APP GF001000-11110					Cash Equity				11,920.00
04/05/2024	040524E	040524							
					SYSTEM GENERATED ENTRIES TOTAL			11,920.00	11,920.00
					JOURNAL 2024/04/836 TOTAL			23,840.00	23,840.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	4	836	04/05/2024			
GF001000-11110				Cash Equity			11,920.00
GF005000-21340				Vouchers Payable		11,920.00	
					FUND TOTAL	11,920.00	11,920.00
9999 Treasurers Pooled Cash	2024	4	836	04/05/2024			
99900000-11121				AP Wire Clearing			11,920.00
99900000-80010				Due To General Fund		11,920.00	
					FUND TOTAL	11,920.00	11,920.00

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		11,920.00
9999 Treasurers Pooled Cash	11,920.00	
TOTAL	11,920.00	11,920.00

** 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
1708	04/05/2024	WIRE	101529	B C WORKMANS COMP	03/29/2024			15,932.47
						CHECK	1708 TOTAL:	15,932.47
1725	04/05/2024	WIRE	101046	B C MEALS	01/25/2024			320.95
						CHECK	1725 TOTAL:	320.95
1726	04/05/2024	WIRE	101046	B C MEALS	01/25/2024			320.95
						CHECK	1726 TOTAL:	320.95
1727	04/05/2024	WIRE	101046	B C MEALS	01/25/2024			320.95
						CHECK	1727 TOTAL:	320.95
1728	04/05/2024	WIRE	101046	B C MEALS	01/25/2024			342.95
						CHECK	1728 TOTAL:	342.95
1729	04/05/2024	WIRE	101046	B C MEALS	01/25/2024			342.95
						CHECK	1729 TOTAL:	342.95
1730	04/05/2024	WIRE	101046	B C MEALS	01/25/2024			342.95
						CHECK	1730 TOTAL:	342.95
1731	04/05/2024	WIRE	101046	B C MEALS	01/25/2024			342.95
						CHECK	1731 TOTAL:	342.95
1732	04/05/2024	WIRE	101046	B C MEALS	01/25/2024			342.95
						CHECK	1732 TOTAL:	342.95
1733	04/05/2024	WIRE	101046	B C MEALS	01/25/2024			168.95
						CHECK	1733 TOTAL:	168.95

CASH ACCOUNT: 99900000 11100 Main Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
1734	04/05/2024	WIRE	105532	B C JURY PAY	03/29/2024			9,705.13
						CHECK	1734 TOTAL:	9,705.13
1735	04/05/2024	WIRE	105532	B C JURY PAY	03/25/2024			204.62
						CHECK	1735 TOTAL:	204.62
1736	04/05/2024	WIRE	105532	B C JURY PAY	03/22/2024			18.32
						CHECK	1736 TOTAL:	18.32
1737	04/05/2024	WIRE	105532	B C JURY PAY	03/22/2024			628.41
						CHECK	1737 TOTAL:	628.41
				NUMBER OF CHECKS 14			*** CASH ACCOUNT TOTAL ***	29,335.50

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	14	29,335.50

*** GRAND TOTAL *** 29,335.50

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 4 835									
APP WC850000-21340					Vouchers Payable			15,932.47	
04/05/2024	CASH DISB	040524			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100					Main Checking				29,335.50
04/05/2024	CASH DISB	040524			AP CASH DISBURSEMENTS JOURNAL				
APP HS850000-21340					Vouchers Payable			2,846.55	
04/05/2024	CASH DISB	040524			AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340					Vouchers Payable			10,556.48	
04/05/2024	CASH DISB	040524			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			29,335.50	29,335.50
APP 99900000-85030					Due To Workmens Compensation			15,932.47	
04/05/2024	CASH DISB	040524							
APP WC810000-11110					Cash Equity				15,932.47
04/05/2024	CASH DISB	040524							
APP 99900000-81080					Due To Human Services			2,846.55	
04/05/2024	CASH DISB	040524							
APP HS810000-11110					Cash Equity				2,846.55
04/05/2024	CASH DISB	040524							
APP 99900000-80010					Due To General Fund			10,556.48	
04/05/2024	CASH DISB	040524							
APP GF001000-11110					Cash Equity				10,556.48
04/05/2024	CASH DISB	040524							
					SYSTEM GENERATED ENTRIES TOTAL			29,335.50	29,335.50
					JOURNAL 2024/04/835 TOTAL			58,671.00	58,671.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	4	835	04/05/2024				
GF001000-11110					Cash Equity			10,556.48
GF005000-21340					Vouchers Payable		10,556.48	
						FUND TOTAL	10,556.48	10,556.48
1080 Human Services	2024	4	835	04/05/2024				
HS810000-11110					Cash Equity			2,846.55
HS850000-21340					Vouchers Payable		2,846.55	
						FUND TOTAL	2,846.55	2,846.55
5030 Workmens Compensation	2024	4	835	04/05/2024				
WC810000-11110					Cash Equity			15,932.47
WC850000-21340					Vouchers Payable		15,932.47	
						FUND TOTAL	15,932.47	15,932.47
9999 Treasurers Pooled Cash	2024	4	835	04/05/2024				
99900000-11100					Main Checking			29,335.50
99900000-80010					Due To General Fund		10,556.48	
99900000-81080					Due To Human Services		2,846.55	
99900000-85030					Due To Workmens Compensation		15,932.47	
						FUND TOTAL	29,335.50	29,335.50

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		10,556.48
1080 Human Services		2,846.55
5030 Workmens Compensation		15,932.47
9999 Treasurers Pooled Cash	29,335.50	
TOTAL	29,335.50	29,335.50

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

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: 04/09/2024

Pcards: # 1763

Total of all Funds: $497,527.76

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed _____

CASH ACCOUNT: 99900000 11123 Procurement Clearing

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
1763	04/09/2024	WIRE	102181 ELAN, CORPORATE PAYMENTS	04/09/2024			497,527.76
					CHECK	1763 TOTAL:	497,527.76
			NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		497,527.76

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	497,527.76

*** GRAND TOTAL *** 497,527.76

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 4 1123									
APP 99900000-21340					Vouchers Payable			497,527.76	
04/09/2024	CASH DISB	04924P			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11123					Procurement Clearing				497,527.76
04/09/2024	CASH DISB	04924P			AP CASH DISBURSEMENTS JOURNAL				
					JOURNAL 2024/04/1123	TOTAL		497,527.76	497,527.76

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
9999 Treasurers Pooled Cash	2024	4	1123	04/09/2024			
99900000-11123					Procurement Clearing		497,527.76
99900000-21340					Vouchers Payable	497,527.76	
					FUND TOTAL	497,527.76	497,527.76

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 16, 2024
Subject:	Approving an Annual Premium Support Renewal for CourtSight, Superior Court and District Court Judicial Court Case Docket Display System from Infax, Inc.
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 November 20, 2012, the Board approved Resolution 2012-672 authorizing the Information Technology Manager to purchase CourtSight, District Court and Superior Court judicial court case docket display system from Infax, Inc. Superior Court and District Court still use the judicial court case docket display system to help guide the public to the right courtroom. Infax, Inc. has provided the County with a new annual support quote for the County's current docket display system.

Fiscal Impact

Amount: **$4,344 excluding Washington State Sales Tax**

Fund: **Board approved 2023-2024 Information Technology Funds**

Recommendation

IT recommends that the Board of Benton County Commissioners approve the annual Premium Support Renewal for CourtSight, District Court and Superior Court Judicial Court Case Docket Display System from Infax, Inc.

Suggested Motion

Approve as presented on Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AN ANNUAL PREMIUM SUPPORT RENEWAL FOR COURTSIGHT, DISTRICT COURT AND SUPERIOR COURT JUDICIAL COURT CASE DOCKET DISPLAY FROM INFAX, INC.

WHEREAS, on November 20, 2012, the Board approved Resolution 2012-672 authorizing the Central Services Manager, now Information Technology (IT) Manager to purchase CourtSight, judicial display system and renew annual support from Infax, Inc.; and

WHEREAS, CourtSight provides a public display system for District Court and Superior Court judicial court case docket information to help guide public citizens to the right courtroom; and

WHEREAS, Infax, Inc. has provided Benton County a new annual Premium Support Renewal quote for maintaining District Court and Superior Court Judicial docket display system; and

WHEREAS, the Information Technology (IT) Manager has reviewed the quote received by Infax, Inc. and recommends renewing Premium Support for CourtSight; and

WHEREAS, per Section 5.3.2, the Benton County Procurement, Leasing and Contracting Policy, General Services, the County may 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; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the annual Premium Support renewal for CourtSight, District Court and Superior Court Judicial Court Case Docket Display from Infax, Inc. in an amount not to exceed $4,344.00 excluding Washington State Sales Tax (WSST); and

BE IT FURTHER RESOLVED, the Board authorizes the IT Manager to approve future annual Premium Support renewals from Infax, Inc. in an amount not to exceed $5,000 excluding WSST.

Dated this 16th day of April, 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: Auditor
cc: IT

R.Heard

Premium Support Renewal for the period of 4/25/2024 to 4/24/2025

Benton County Information Technology
PO Box 608
Prosser, Washington 99350

Tim Brown
Information Systems Analyst III
tim.brown@co.benton.wa.us

Quote number: WABCSSA128261922
Quote created: March 8, 2024
Quote expires: April 24, 2024

Infax Inc.
1235 Old Alpharetta Road
Suite 120
Alpharetta, GA 30005

Prepared by:

Laurel Hill
Accounting Manager
lhill@infax.com

DESCRIPTION	PRICE
Infax 1 Year Premium Support	$4,000.00
Applicable tax at 8.6%	$344.00

Total	**$4,344.00**

Options:

Support Term and Important Notes

Support period is from 4/25/2024 to 4/24/2025

Standard Terms & Conditions:

- Quotation is subject to change based on any modifications to the scope of work.
- Payment terms Net 30 days upon invoicing
- If third-party software or data feeds are included in this support agreement, cancellation will be subject to terms of the provider, not INFAX

Thank you,



Laurel Hill
Accounting Manager

CONFIDENTIAL AND PROPRIETARY

The contents of this material are confidential and constitute Infax, Inc. trade secrets. Unauthorized use, distribution, disclosure, or reproduction is strictly prohibited

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 04/03/24 BC 04/16/24
Subject:	Ideal Option, PLLC Professional Service Contract Amendment No. 4
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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

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

Summary / Background Information

Per Benton County Resolution No. 2021-660 and Franklin County Resolution No. 2021-202 both dated August 31, 2021 the Board of Benton and Franklin County Commissioners entered into a contract with Ideal Option, LLC to provide medical services to detention youth.

As permitted under Section 6(b) of the Contract, the parties agree to amend Section 2 "Duration of Contract" to extend contract 12-months, and Section 5(g) "Compensation" to increase the maximum total amount payable up to $1,023,552 to cover the additional 12-months of medical service expenditures.

Due to the 12-month extension, the contract "do not exceed" limit will need to be increased by $264,000 above the current contract amount of $759,552, therefore, we are amending the contract to increase the do not exceed limit to $1,023,552.00.

The attached contract Amendment No. 4 shall commence on May 1, 2024 and shall expire on April 30, 2025.

Fiscal Impact

The amount not to exceed of $1,023,552.00 will be paid out of Juvenile Fund Dept. 171 Operations Budget. No supplemental required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign contract Amendment No. 4 between Ideal Option, PLLC and the Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIR OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE CONTRACT AMENDMENT NO. 4 BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND IDEAL OPTION, PLLC; APPROVED BY BENTON COUNTY RES. NO 2021 660 AND FRANKLIN COUNTY RES. NO. 2021 202

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center currently contracts with Ideal Option, PLLC to provide medical services to detention youth; and

WHEREAS, the Resolution for Amendment No. 1 BC Res 2022-125 and FC Res 2022-023 allows up to three (3) one-year term contract renewal; and

WHEREAS, the purpose of this Amendment No. 4 is to amend Section 2 "Duration of Contract" and Section 5(g) "Compensation"; and

WHEREAS, the additional 12-month medical service expenditures need to be increased by $264,000, for a total consideration amount of $1,023,552; and

WHEREAS, the do not exceed amount shall be increased to $1,023,552; **NOW, THEREFORE**

BE IT RESOLVED, that the Chair or Chair Pro-Tem for the Board of Benton County Commissioners and the Board of Franklin County Commissioners are hereby authorized to sign on behalf of their respective county, the Professional Service Contract Amendment No. 4 between Benton-Franklin Counties Juvenile Justice Center and Ideal Option, PLLC for the consideration amount of $1,023,552; and

BE IT FURTHER RESOLVED, that the term of the Professional Services Contract Amendment No. 4 shall commence on May 1, 2024 and shall expire on April 30, 2025.

DATED this_____ day of _____ 2024

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this_____ day of _____ 2024

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners, Electronic (2): 1-Ideal Option, 1-Juvenile R. Garcia

JUDGES
Hon. Jacqueline J. Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam
Hon. Norma Rodriguez
Hon. Diana N. Ruff

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DAVID WHEELER, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

DARIN R. CAMPBELL
ARTHUR D. KLYM
BRANDON P. HOLT
Court Commissioners

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND IDEAL OPTION, PLLC

This Amendment No. 4 to the Professional Services Contract (the "Amendment") is entered into by and between Ideal Option, PLLC ("CONTRACTOR") and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein, and in the parties' existing Professional Service Contract, numbered as Benton County Resolution No. 2021 660 and Franklin County Resolution No. 2021 202 and both executed on August 31, 2021, and as thereafter amended (the "Contract") and as permitted under Section 6(b) of the Contract, the parties agree to amend Section 2 ("Duration of Contract") and Section 5(g) ("Compensation") as follows:

1. Section 2 "Duration of Contract":

   "The term of this Contract shall begin September 1, 2021 and shall expire on April 30, 2025. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date. This Contract is not subject to renewals."

2. Section 5(g) ("Compensation"):

   "The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed One Million Twenty-Three Thousand Five Hundred Fifty-Two Dollars ($1,023,552.00)."

Except as expressly provided in this Contract Amendment No. 4, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment No. 4 shall be effective May 1, 2024 and shall expire April 30, 2025.

Ideal Option, PLLC	**Benton Franklin Counties Juvenile Justice Center**
03/15/2024	3/19/24
Sandy Becker **Date** **Chief Financial Officer**	**David Wheeler** **Date** **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: 3/15/24 Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/16/24
Subject:	Awarding professional services agreement for District Court criminal cases to Justin Andrews, contract #BCDC24JA001
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

The caseload in Benton County District Court is significantly higher than expected and as well as the lack of qualified attorneys. It is necessary to contract with additional attorneys to ensure caseload standards are not breached.

Attorney Justin Andrews is qualified to provide public defense services and interested in contracting with Benton County to do so. The proposed professional services agreement and resolution effectuate a contract with him for the provision of such services on the terms contained therein, for the period from April 1, 2024 through December 31, 2024 at the rate of $350.77 per case.

Fiscal Impact

General Fund - $350.77 per case for 150 cases, 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 attorney Justin Andrews.

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 JUSTIN ANDREWS, CONTACT #BCDC24JA001, TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT TO DEFENDANTS CHARGED WITH CRIMINAL OFFENSES

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District 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 Justin Andrews for public defense services on Criminal Cases in Benton County District Court; **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington hereby approves the professional services agreement with attorney Justin Andrews, designated BCDC24JA001, for services to be provided in Benton County District Court to defendants charged with crimimal offenses, commencing April 1, 2024 and expiring December 31, 2024, with a per case compensation in the amount of $350.77 per case for up to 150 cases, plus other allowable case premiums, reimbursements, and 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, J Andrews
Copy – Auditor, S Godinez

C Dow

DocuSign Envelope ID: 9C588355-D88E-47B8-9C96-E763699CD223

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

CONTRACT # BCDC24JA001

CONTRACT SUMMARY			
Contract Type	**Partial Caseload**		
Contract Number	**BCDC24JA001**	**Contract Holder**	**Justin Andrews**
WSBA #	**48718**	**Effective Dates**	**April 1, 2024 – December 31, 2024**
Caseload Cap	**150**	**Compensation**	**$350.77 per case**
Assigned Court	**District Court**	**Compensation Structure**	**☒ By the case** **☐ Monthly** **☐ Hourly** **☐ By the case but paid monthly**
Compensation Payable To:	**Law Offices of Justin Andrews PLLC**		

THIS AGREEMENT is entered into by and between **Justin Andrews,** attorney at law, Washington State Bar Association # **48718** ("Attorney"), **dba Law Offices of Justin Andrews PLLC** and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County District 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 misdemeanor (and gross misdemeanor) criminal offenses alleged to have been committed within the County's jurisdictional boundaries ("County Defendants").

B. County has also entered into interlocal agreements with the municipalities within its jurisdictional boundaries ("Cities") to provide public defense services to those municipalities in fulfillment of their legal duties to criminal defendants being prosecuted for misdemeanor (and gross misdemeanor) criminal offenses within their jurisdictional boundaries ("City Defendants").

C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract

DocuSign Envelope ID: 9C588355-D88E-47B8-9C96-E763699CD223

with the County to provide legal services to County Defendants and/or City Defendants.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **April 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, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract to Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **1030 N Center Prkwy, Kennewick, WA 99336.** Attorney's current local office telephone is **509-737-0068**; and Attorney's current office/work e-mail address is **jandrews.law@gmail.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) 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 County Public Defense Manager ("PDM"), the Benton County Prosecuting Attorney, and the Benton County District Court Administrator ("District 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 the Benton County District 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 misdemeanor 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. Attorney acknowledges and agrees that he or she independently, solely, and exclusively bears professional responsibility for decisions, actions, and omissions, made in the course of providing professional legal services pursuant to this Agreement. None of the actions or omissions of County or its

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agents (specifically including County's Public Defense Manager) shall be interpreted as supervising, directing, or otherwise controlling Attorney's exercise of professional discretion.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters (or will be part of an intensive and closely supervised mentorship program sponsored by the County's Office of Public Defense); otherwise meets applicable requirements of the Washington Standards for Indigent Defense ("SID") applicable to misdemeanor and gross misdemeanor cases; 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 17 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 in writing 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. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of 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 checks as Counties may deem appropriate, in their sole discretion, even at a time 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.

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d. During each calendar year of the term of this Agreement Attorney shall obtain at least seven (7) hours of WSBA-accredited Continuing Legal Education (CLE) credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the Public Defense Manager 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 State Office of Public Defense ("WSOPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the WSOPD for purposes of the WSOPD 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.

Specific training regarding legal financial obligation ("LFO") issues. At least once every 24 months (or more frequently as required in writing by the County due to changes in applicable law) Attorney shall attend training approved and presented/sponsored by County on the subject matter of LFO issues in public defense cases. Attendance may be live or by video replay and Attorney shall provide proof of attendance to County by any means reasonably required by County. If Attorney is a new contract public defender, then County will provide Attorney with basic LFO training material in the first week following the date when Attorney starts with County's public defender training program or first becomes eligible for case appointments, whichever is earlier, and Attorney shall provide proof of viewing of LFO training material to County as a specific condition of this contract within the week by any means reasonably required by County.

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

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.

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f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year.

Additionally, in the event that the public defense reporting requirements under RCW 10.101.050, other applicable statute or relevant case law are later amended/modified (or, in the case of case law, reasonably required as a best practice) Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 17.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 AGREEMENTS.** The County has entered into separate and independent professional services agreements with other licensed attorneys, and also employs in-house staff attorneys to primarily provide criminal defense services to persons accused of misdemeanor crimes in Benton County District Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County District Court, the District 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 District Court Criminal Defense Panel"). The District Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process. Attorney shall accept all case assignments made by the District Court or PDM even if the case does not originate from the docket to which attorney is assigned.

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5. **CONTRACT DUTIES.** 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 the Benton County District 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 misdemeanor matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law including the municipal codes of the cities located within Benton County, in the Benton County District Court.

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

- Any material witness matter relating to a case or matter filed in Benton County District Court.

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

- Any other type of Benton County District Court case or matter in which another Benton County District Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County District 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 post conviction matters where court appointed counsel is mandated by law including, but not limited to: furlough orders, motions to withdraw pleas, and sentence reviews. These post conviction matters do not include appeals to Superior Court pursuant to RALJ, since these are separately addressed herein.

- Any appeals to Superior Court pursuant to the Rules of Appeal for Courts of Limited Jurisdiction ("RALJ")

    a) **Assignment to specific docket:** County intends to assign Attorney to a specific criminal docket, representing cases primarily filed by either County (further divided into law enforcement agency that made the arrest: Washington State Patrol or Benton County Sheriff's Office), or by one of the Cities ("Assigned Docket"). As such, the vast majority of Attorney's responsibilities will be to cases filed on Attorney's Assigned Docket. However, from time to time, whether because of conflict of interest of other public defense attorneys or because of caseload overflow reasons, Attorney may be assigned cases from dockets other than Assigned Docket and Attorney's acceptance of such cases (with allowance for Attorney's bona fide conflicts of interest) are a specific condition of this Agreement even though such cases may require Attorney to attend multiple dockets or even attend court multiple days a week for short periods of time.

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b) **Changes to court schedule:** The parties acknowledge that i) the criminal Docket days are set by Benton County District Court and not by County and therefore they may be subject to temporary or permanent modification at the discretion of Benton County District 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; (the preceding 5b.i) – ii) shall collectively be referred to as "Docket Scheduling Irregularities").

As to the Docket Scheduling Irregularities described in the preceding paragraph, the parties agree that:

- Docket Scheduling Irregularities do not constitute a breach of this Agreement or such change in circumstances that the Agreement needs to be renegotiated;

- Docket Scheduling Irregularities do not, in themselves, entitle Attorney to additional compensation;

- County agrees to provide Attorney with as much advance notice as reasonably possible as to any anticipated and known Docket Scheduling 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.

c) ***In-Custody Team*** **assignment**: Upon written direction from the PDM, Attorney shall be assigned to the *In-Custody Team* provided that the PDM, to the extent possible and practicable, should not make such an assignment against an attorney's expressed desires, and shall only do so if necessary to maintain adequate representation or continuation of representation. This written notification shall be made on or before the commencement of this Agreement term if the Agreement is intended to be for *In-Custody Team* assignment, and may be made at any time after commencement of the Agreement if the assignment to the *In-Custody Team* occurs after commencement. Attorneys assigned to the *In-Custody Team* shall not receive any newly filed misdemeanor matters, material witness matters, matters returned to Benton County District Court from any higher court, any matters transferred from the Juvenile Court through declination or other court proceedings, any conflict cases or any civil contempt cases, any post conviction cases, and will not be expected to handle RALJ appeals (unless they request to be assigned such cases). Instead, *In-Custody Team* attorneys shall be responsible, as a team, for providing representation for the following:

- In-custody initial appearances in Benton County District Court. Such representation shall be provisional only and shall not continue beyond the initial appearance hearing. The purpose of such in-custody representation shall be to resolve compliance or failure to pay fine cases as possible, to make release decision arguments on new criminal charges, and, when possible (usually when plea agreements may be reached with prosecutors) to resolve new criminal charges.

- Providing representation to defendants during all regularly scheduled District Court probation, compliance, or sentence violation dockets and failure to pay fine dockets (if held) except the compliance dockets associated with District

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Court felonies, and with compliance/fail to pay fine cases docketed in Benton County District Court in Prosser.

d) Arraignment Counsel assignment: On a rotating basis with the schedule established and maintained by the PDM, Attorney shall provide provisional representation to defendants on arraignment dockets. At assigned arraignment dockets, Attorney shall be responsible for remaining available during the entire docket for provisional consultation by any defendant who wishes to have the benefit of legal advice before or during otherwise *pro se* negotiations with prosecuting authorities for the resolution of their case(s) at time of arraignment. During arraignment docket assignments, Attorney shall not be responsible for providing any advice to defendants who are not seeking to resolve their case(s) at time of arraignment, even in the case of defendants whose cases are assigned to them by the Court. If Attorney is not available for an assigned arraignment docket, then Attorney is personally responsible for arranging for coverage by any other attorney who has a current contract with County. In any case where another contract attorney provides coverage, then that attorney, instead of assigned attorney, shall be entitled to the compensation for the assignment.

e) On-call cell phone assignment. On a rotating basis with the schedule established and maintained by the PDM, Attorney shall provide 24-hour "on-call" limited and provisional representation to defendants who are in custody. This assignment will be made for a week (7 consecutive days) at a time during which time Attorney shall carry and answer a cell phone provided to Attorney for such purpose by the PDM (or appropriately forward calls from the provided cell phone to another phone as long as they are answered by Attorney). The PDM shall reasonably ensure that the phone calls being made to the on-call Attorney are only being made by arrestees who wish to speak with an attorney prior to being questioned, providing a breath test sample, or for some other appropriate pre-arraignment purpose. Attorney is specifically permitted to accept people with whom they speak during this assignment as paying private clients and is permitted, to the extent otherwise lawful and not in violation of the Rules of Professional Conduct, to discuss the prospect or terms of such private retainer during the telephone conversation. *From time to time, at the request of an attorney holding a District Court public defense agreement, County may assign the on-call cell phone to such an attorney exclusively for an agreed-upon time (or indefinitely). Such temporary exclusive assignment to an attorney does not negate the provisions of this section 5e) when and if the time comes when the exclusive assignment arrangements terminates and it becomes necessary to assign the on-call cell phone to other attorneys, including Attorney, once again.*

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 particular case must be re-tried for any reason whatsoever, including declaration of a mistrial or a hung jury, Attorney shall be entitled to an additional trial per diem for the additional trial but shall not be eligible for any additional credit. However, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessitated, 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

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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 unless other arrangements for appointment of counsel have been made by the Office of Public Defense. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8(b) herein.

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be as stated in Section 17 Termination.

7. **NUMBER OF APPOINTMENTS.**

During each calendar year of the term of this Agreement, Attorney may be appointed any number of case appointments up to **150** total cases equivalents as calculated pursuant to Article 8 herein per calendar year (proratable for any partial calendar year). The maximum number of appointments stated above shall be calculated exclusive of appointments to RALJ appeals and exclusive of cases handled by Attorney while assigned to the compliance unit. Provided, however, that if Attorney is assigned, during any full calendar year to the compliance unit for less than that full calendar year, then for purposes of calculating case equivalent totals for the year, Attorney shall be credited with the greater of thirty-two (32) cases equivalents for each month when Attorney is assigned to the compliance unit.

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement only and expressly not for purposes of any "weighting system" as allowed by SID, the following provisions shall apply:

- A misdemeanor appointment shall be counted as one (1) case equivalent.

- A probation violation appointment shall be counted as one-third (1/3) case equivalent unless the probation violation appointment requires appearance on the Prosser docket of Benton County District Court or Attorney is assigned to the *compliance unit*. Probation violation appointments requiring appearance on the Prosser docket of Benton County District Court shall be counted as one-half (1/2) case equivalent. During any period of time Attorney is assigned to the *compliance unit*, probation violation appointments shall not count as a case equivalent of any sort.

- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one (1) case equivalent.

- An appointment on a post-conviction review matter including furloughs shall be counted as one-third (1/3) case equivalent unless the matter requires substantial briefing in which case the matter may qualify for additional credit up to a full case equivalent.

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- An appointment to represent a person in a material witness matter in a case pending in Benton County District Court shall count as one half (1/2) of a case equivalent.

- An appointment to a case or matter returned to Benton County District Court from a higher court shall be counted as determined by the PDM following consultation.

- If Attorney is appointed to a case and withdraws prior to the second pre-trial hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the PDM shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation. If Attorney is appointed to a case and withdraws after the second pre-trial hearing but before trial readiness, for any reason including substitution of retained counsel or a conflict of interest, then Attorney shall be entitled to one-half (1/2) of a case equivalent.

- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.

- Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

- Provisional client contact during *arraignment counsel* assignment, and provisional client contact during *on-call-phone* assignment, shall not count as a case equivalent of any sort.

- RALJ appeals shall count as four (4) case equivalents. If, after a client prevails in Superior Court, the prosecution chooses to appeal to the Court of Appeals and Attorney is required to file an Answer to the appeal, then Attorney shall be entitled to a further one (1) case equivalent.

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 District Court and Attorney continues representing the same person in such matter within a 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, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this

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Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Provided, however, the PDM may in his discretion adjust the case equivalent total earned under this paragraph upon written request from, and after review and consultation with, Attorney.

d. In any case where Attorney is appointed contemporaneously on multiple compliance and/or failure to pay fine cases, or any combination thereof, involving the same defendant, all of which are resolved on the same docket during the same court appearance(s), such combination of multiple cases shall be considered one case for purposes of case credits, and shall, collectively, be considered either a one-third (1/3) case equivalent or one-half (1/2) case equivalent as specified in 8(a) above.

e. Throughout the term of this Agreement, Attorney shall maintain case appointment records sufficient to provide the following information about each case assigned to Attorney through this Agreement: case name, client name, case number, date of assignment, and charges and date of resolution. On a monthly basis, prior to the 15th day of the month, Attorney shall provide such records to the PDM in a format acceptable by the PDM, including an electronic format if required, for all cases assigned during the preceding month. Within a reasonable time not to exceed 30 days after receipt of Attorney's caseload submission, the PDM or designee shall provide Attorney with a reconciliation report either agreeing to Attorney's reported numbers if they correspond with caseload numbers generated by PDM records, or asking Attorney for additional documentation to substantiate eligibility for individual case credits if Attorney's reported numbers conflict with caseload numbers generated by PDM records. In any case where Attorney is required to provide additional documentation to substantial eligibility for individual case credits (and Attorney will only be requested to do so if JIS records do not support Attorney's claim for credit) Attorney shall provide such substantiation in the form of a copy of the court issued "notice of appointment" or equivalent form, within 30 calendar days from the request. If Attorney does not so provide, then Attorney shall not be eligible to count such disputed cases in Attorney's caseload total and hereby waives all contractual and common law rights (including the doctrine of *unjust enrichment*) as pertaining to the disputed cases. Furthermore, if Attorney neglects to claim credit for any case or cases in any given caseload report and does not send a revised caseload report claiming such credit within 60 days of the original submission thereof, then Attorney similarly shall not be entitled to credit for such case or cases, and hereby waives all contractual and common law rights (including the doctrine of *unjust enrichment*) as pertaining to such omitted case or cases.

Specific reporting of LFO cases In addition to the other reporting required by this section, if Attorney is appointed by the Benton County District Court to represent clients on LFO matters, then Attorney shall report: 1) the number of LFO failure to pay cases appointed; and 2) the number of LFO failure to appear cases appointed. It is recognized that some cases may involve allegations of both failure to pay and failure to appear and that they therefore should be reported under both categories of cases.

9. **CLIENT ELIGIBILITY.** The Benton County District 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 the client's

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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 District Court (or its designee) nevertheless 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 their 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 District 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 District Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County District 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 arrange for substitute counsel by: a) contacting the Benton County Office of Public Defense and requesting substitute counsel unless a court appearance on the matter is imminent; or b) appearing in court and requesting that Benton County District Court assign substitute counsel if the time between discovery of the conflict of interest and the next court appearance is very short. Attorney shall not wait for more than two business days to request substitute counsel under 10a) or 10b) since doing so will have the risk of impairing the rights and quality of representation afforded to the affected client. Under no circumstance shall Attorney ever be required to bear the cost of seeking or compensating conflict counsel.

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 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 District Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

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a. Without limiting Attorney's duty to initially meet with an indigent person to discuss their 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 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 them fully apprised as to the status of their 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 their 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 misconduct and a serious and incurable breach of this agreement that shall 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 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;under the laws of the State of Washington, any other State, or Federal law, or any misdemeanor sex offense.

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

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

(iv) Any crime of dishonesty or deception.

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12. **COMPENSATION.**

a. Attorney shall be compensated **$350.77 per case** as a flat fee.

b. **Payment of compensation shall be contingent on Attorney complying with case reporting provisions stated herein, including in Articles 8(e) and 3(f). Failure by attorney to comply with case reporting provisions shall be cause to delay payment of compensation until such failure is remedied.**

c. In addition to the stated monthly compensation, Attorney shall receive **$350 per day for each full day of trial** and **$175 for each partial day of trial**, not to include pre-trial motions, separate sentencing proceedings or time waiting for disposition. A full day of trial is defined as actual in-session trial proceedings going beyond four (4) total hours for that trial day. Attorney shall also receive the sum of **$150 for each arraignment docket** to which Attorney is assigned pursuant to Section 5(b) herein.

d. 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, 2021, 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, 2021, the above-stated 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 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). Attorney acknowledges and agrees that the above-stated compensation to Attorney shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total case equivalents.

e. Compensation for trial per diems and arraignment docket assignment (12.e) and RALJ appeals (12.f) shall be claimed by Attorney within 60 days of the event giving rise to entitlement to compensation (the completed appeal in the case of RALJ appeals) in writing utilizing such form as may be reasonably required by the PDM. Legal entitlement to compensation shall not accrue until such a claim is properly filed. Failure to file such a claim for compensation within 60 days shall constitute a waiver by the Attorney of the right to compensation and shall further waive Attorney's rights under any common law scheme such as unjust enrichment as to the compensation that was not timely claimed.

13. **COSTS AND EXPENSES.**

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

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

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of out-of-pocket expenses or otherwise retain professional services 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 or delegated 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 (or other court-designated or delegated process) 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 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 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 District 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.

14. **INDEMNIFICATIONS 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

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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.

15. **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 15.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.

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

(ii) The insurance policies required by this paragraph 15.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 15.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 15, 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).

16. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the PDM, another employee/representative of the County's Office of Public Defense, or the Benton County District 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 such complaint is not amenable to resolution by simply facilitating the communication between the client and 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 Benton County 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 promptly 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 Benton County District 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

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procedure does not interfere with or otherwise impair the Benton County District 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 District Court and/or the District 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.

17. **TERMINATION.**

Cause for Termination and Notice

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 the event of automatic termination or termination pursuant to suspension or disbarment, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County District 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 District 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 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 (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 ("Early Termination"). Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney's continuing obligation to accept case appointments shall be governed by the provisions of Section 17.f herein.. A ninety (90) day notice of termination given by either party under this paragraph 17.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 30 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, consistent with the provisions of paragraph 12.e. 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 (including trial per diems. 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. At the sole and exclusive discretion of County, Attorney may terminate this Agreement with less than 90 days notice with conditions of such Early Termination to be as set out in the next subsection below.

f. The parties agree that in the event of Early Termination of this Agreement with or without cause pursuant to Section 17.c, then:

1) If the Early Termination is initiated by County, then Attorney shall receive compensation for the entirety of the 90 day notice period, shall continue receiving case assignments during the first 30 of the 90 day notice period only, and shall not be responsible for any unresolved cases at the end of the 90 day notice period ("Residual Caseload").

2) If the Early Termination is initiated by Attorney, then the following provisions shall apply:

Notice	Appointments	Compensation	Legal Responsibility for Cases	Cost of Reassignment	Cap on Expenses

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Days of Notice Required	Number of Days After Notice Attorney shall Continue to Accept Cases	Number of Days After Notice Attorney shall Continue to Receive Compensation	Number of Days After Notice Contractor is Responsible for Cases	Financial Responsibility for Reassignment of Residual Caseload	Cap on Attorney's Financial Responsibility for Residual Caseload
Less than 30	0	0	0	100% by Attorney	1 month of compensation
30-60 days	0	30	60	50% by each party	1 month of compensation
90 days	60	90	120	25% by Attorney	½ month of compensation

3) If, after termination, Attorney is then required to repay any compensation as constituting his/her share of financial responsibility for reassignment of Residual Caseload ("Repayment Obligation"), then Attorney may make such repayment in one lump sum or, at his/her election, in the amount of $500 per month with the first payment being due on the first of the month immediately after the effective date of termination, and subsequent payments being due on the first of each subsequent month. Furthermore, County shall be entitled to offset any such Repayment Obligation by withholding any sums that are due and payable to Attorney on or after the effective date of termination.

4) Pursuant to Section 19.d of this Agreement, Attorney may arrange with another attorney ("Substitute Attorney") to assume Attorney's Residual Caseload upon departure to avoid any Repayment Obligation. If Attorney chooses to do so, then any payment arrangements for the services by Substitute Attorney shall be a matter to be arranged between Attorney and Substitute and shall not affect this Agreement or Attorney's obligation hereunder in any way except that Attorney shall not be responsible for any Repayment Obligation as to cases that are handled by Substitute Attorney and therefore not considered to be Residual Caseload cases.

18. **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 District 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

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representation services required under this Agreement; and neither the County, the County's PDM, nor the Benton County District Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

19. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 19.a-d below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County District Court Criminal Defense Panel members or staff attorneys employed by Benton County 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 District Court 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). Provided, however, that substitution arrangements made by and between any contracted Defense Panel member and a staff attorney employed by Benton County shall not involve monetary compensation paid either way, and shall only be on a *quid pro quo* or "mutual coverage" basis.

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 the other Benton County District Court 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 District 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

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this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 15 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.

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

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

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

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

(iv) Attorney agrees to continue to be professionally responsible for any sub-contracted work.

Even 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.

20. **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 indigent persons in Benton County District Court.

21. **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

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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.

22. **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 District 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.

23. **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.

24. **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.

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

26. **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.

27. **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.

28. **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

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performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

29. **DISPUTE RESOLUTION.**

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

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

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

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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.

30. **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 their below-stated office address; mailed to the County's PDM at their below-stated office address via certified U.S. mail, postage prepaid; or emailed to the County's PDM at their 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 their below-stated business address; mailed to Attorney at their business address set forth in paragraph 2.a above, via certified U.S. mail, postage prepaid; or emailed to Attorney at their 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.

31. **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, and shall further comply with the County's policy against sexual harassment.

32. **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 their designees), to allow for the effective monitoring and evaluation of Attorney's performance under this Agreement.

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

SIGNATURES APPEAR ON FOLLOWING PAGE

DocuSign Envelope ID: 9C588355-D88E-47B8-9C96-E763699CD223

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

Attest:

Clerk of the Board

Approved as to Form and Content

DocuSigned by:
Charlie Dow
D3E412CD2A594A6...

Charles Dow
Public Defense Manager

ATTORNEY

Date 4/2/2024

DocuSigned by:
Justin Andrews
5F5B0F8C134E4D4...

Justin Andrews, WSBA #48718
Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

DocuSign Envelope ID: 9C588355-D88E-47B8-9C96-E763699CD223

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 33 of this Agreement and that said Monitoring will comprise of the following:

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

- Trials held
- 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
- Amount of time spent per case

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:
Justin Andrews
5F5B0F8C134E4D4...

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.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND, FUND NUMBER 1480, DEPARTMENT NUMBER 115 TO 138.

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: Non Departmental to Adult Drug Court

Dept Nbr: 115 to 138

Fund Name: Public Safety Tax Fund

Fund Nbr: 1480

TRANSFER FROM: Dept 115

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5153000	54103	Professional Services	$19,500
TOTAL			$19,500

TRANSFER TO: Dept 138

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5122130	54163	Superior Court Indigent Defense	$19,500
TOTAL			$19,500

Explanation:

To allocate additional budget in Adult Drug Court for the Office of Public Defense contract attorney expenses to increase the Adult Drug Court Attorney's caseload from 50 to 90.

Prepared by: Linda Ivey

Date: 04-Apr-2024

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/16/2024
Subject:	Initiating a County Road Project (CRP): 2157 – Dowd Road Bituminous Surface Treatment project an Emergent Project
Presenter:	N/A
Prepared By:	Shela Berry, Chief Financial Officer
Reviewed By:	Matt Rasmussen, County Engineer

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

CRP 2157 is declared to be a public necessity and the County Engineer is hereby ordered and authorized to report and proceed thereon as provided by law under *(RCW 36.75.050, 36.80.030, 36.80.070).*

Dowd Road (16440) from MP 2.05 to MP 3.05 will be improved as follows: Reconstruction of Dowd Road (16440) from MP 2.05 to MP 3.05 work shall include surfacing bituminous surface treatment and drainage.

Fiscal Impact

Amount: $193,000

Fund: Road Fund (1010)

Recommendation

Approve attached Resolution initiating a County Road Project (CRP): 2157 – Dowd Road Bituminous Surface Treatment an Emergent Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

INITIATING A COUNTY ROAD PROJECT DESIGNATED AS CRP 2157 – DOWD ROAD SURFACING (EMERGENT PROJECT)

WHEREAS, as part of the Benton County adopted annual road program, item No. 13 is categorized as Emergent Projects; and

WHEREAS, due to increasing maintenance and repair costs to Dowd Road (gravel road) the Public Works Department has determined that the reconstruction and hard surfacing of the road to be in the best interest of Benton County; **NOW THEREFORE,**

BE IT RESOLVED, that Dowd Road (16440) from MP 2.05 to MP 3.05 be improved as follows:

Surfacing with crushed surfacing top course and construction of a bituminous surface treatment.

This project is hereby declared to be a public necessity and the County Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. *(RCW 36.75.050, 36.80.030, 36.80.070); and*

BE IT FURTHER RESOLVED, that an appropriation from the 2024 officially adopted road fund budget, and based on the County Engineer's estimate, is hereby made in the amounts and for the purposes shown below as follows:

PURPOSE	AMOUNT
Preliminary Engineering	$ 10,000
Right-of-way	$ 0.00
Total (Not subject to RCW 36.77.065)	**$ 10,000**
Construction	$ 183,000
TOTAL	**$ 193,000**

__X__ The project is included in the officially adopted annual road program as Item No. **13**

_____ The project is hereby made a part of the officially adopted annual road program in accordance with RCW 36.81.130; and,

BE IT FURTHER RESOLVED, that:

_____ The construction is to be accomplished by contract in accordance with RCW 36.77.020 et. seq.

__X__ The construction is to be accomplished by County forces in accordance with RCW 36.77.065 and WAC 136-18.

APPROVED this 16th day of April, 2024.

Chairman

Chairman Pro Tem

Commissioner

Attest:

Constituting the Board of County Commissioners
Benton County, Washington

Clerk of the Board

Original: Clerk of the Board S. Berry
Copy: Public Works

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 16, 2024
Subject:	Rejecting All Bids for the County-Wide Fire Alarm Inspection & Repair Contract
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

Every two years, the Purchasing Department works with Facilities to put a contract together to have all fire alarms tested in all County facilities as required by local jurisdictions.

On March 20, 2024, the Purchasing Department solicited bids off the Small Works Roster for Fire Alarm Services, with only one bid being received:

- Evco Integrated Solutions - $78,860.00

It was determined that the bidder does not hold the proper certifications to maintain our specific fire alarm system, and it would be in the county's best interest to reject all bids and go through the bidding process again. The Purchasing Department will work closely with the Facilities Department to reach out to potential bidders who are certified to inspect our systems.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Purchasing Department recommends that the Board of County Commissioners reject all bids as allowed in the bidding documents.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REJECTING ALL BIDS FOR THE FIRE ALARM INSPECTION AND REPAIR CONTRACT

WHEREAS, every two years, the Purchasing Department works with Facilities to put a contract together to have all fire alarms tested in all County facilities as required by local jurisdictions; and

WHEREAS, on March 20, 2024, the Purchasing Department solicited bids off the Small Works Roster for Fire Alarm Services; and

WHEREAS, only one bid was received and opened on April 2, 2024, as follows;

- Evco Integrated Solutions - $78,860.00

WHEREAS, it was determined that the bidder does not hold the proper certifications to maintain our specific fire alarm system; and

WHEREAS, the Bid stated, "The Board reserves the right to reject all bids and discontinue the bid process if it determines that such course of action is in the best interest of the County"; and

WHEREAS, the Purchasing Department recommends it to be in the best public interest to reject all bids and go through the bidding process again; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Purchasing Department's recommendation and hereby rejects all bids received for the Fire Alarm Inspection and Repair Contract.

Dated this 16th day of April 2024.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig: Purchasing Department P. Schut

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	16 April 2024
Subject:	RCCF Disbursement Agreement with City of Richland for Center Parkway
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	AJF

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

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 Agreement

Summary

Today's action is a second amendment to the existing agreement with the City of Richland, adding more funding to the agreement to bring it to completion.

Background

This Rural County Capital Fund (RCCF) agreement is for assistance to the City for completion of the Center Parkway Extension from Gage Boulevard to Tapteal Drive. The project has taken a dozen years, involving a complex matrix of negotiations, studies, property and rights-of-way acquisitions, utility movements, new road construction, demolition of buildings, and business relocations.

Because RCCF operates on cash balance basis, we have been amending the agreement with the City over time to gain access to funds accumulated over that time. Though the project is completed on the ground and the road is in use, there remains pieces of the project and expenses to be finalized.

The original agreement (Res 2020-839) was signed in November 2020.

The first amendment (Res 2022-550) was signed in August 2022.

This will be our final amendment and action on this project.

The amendment has been approved to form by the Prosecutor and was signed by the City at their regular council meeting on April 2.

Fiscal Impact

The original agreement was for $1,240,000. The first amendment added $1,600,000. This second amendment adds $500,000 to the funding commitment, bringing the project total to 3,340,000. All funds are paid from the City's existing allocation of the Rural County Capital Fund. When completed, this project will be the County's largest RCCF project investment to date in terms of dollars.

Recommendation

Staff recommends approval of the amended agreement.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE RURAL COUNTY CAPITAL FUND, A SECOND AMENDED AND RESTATED DISBURSEMENT AGREEMENT WITH THE CITY OF RICHLAND FOR THE "CENTER PARKWAY EXTENSION" PROJECT

WHEREAS, RCW 82.14.370, adopted by the Washington State Legislature in 1997, authorizes certain qualified counties to impose a "sales and use tax for public facilities", the revenue from which is intended to support "economic development activities" through the construction of "public facilities" by the cities, ports, and the County itself for the purposes of job creation and tax revenue generation; and,

WHEREAS, Benton County has established the "Rural County Capital Fund" for said economic development activities, and has reserved a portion of the Fund for disbursement to cities and ports within the County who request County participation with qualified capital development projects; and,

WHEREAS, the City of Richland submitted an application for disbursement of funds to be used toward development of a project within the city known as "Center Parkway Extension" which the County determined to be qualified; and,

WHEREAS, the City and the County executed a *Disbursement Agreement* for the Center Parkway Extension project November 10, 2020 (Res 2020-839) allowing the County to assist with funding the project; and,

WHEREAS, the City and the County executed an *Amended and Restated Disbursement Agreement* for the Center Parkway Extension project on (Res 2022-550) allowing the County to provide additional funding to the project; and,

WHEREAS, the City and the County have mutually agreed to amend their agreement once more to provide additional County funding to the Center Parkway Extension project, allowing for completion of the project; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of County Commissioners that the Chairman or the Chairman Pro-Tem is hereby authorized to sign the *Second Amended and Restated Disbursement Agreement for use of Rural County Capital Funds* with the City of Richland for the disbursement of up to $3,340,000 for development of the "Center Parkway Extension" project; with said *Agreement* terminating on June 30, 2025.

Dated this _____ day of _____, 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: Sustainable Development
cc: City of Richland, Auditor

Prepared by: A.J. Fyall

SECOND AMENDED AND RESTATED DISBURSEMENT AGREEMENT

FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Second Amended and Restated Agreement (hereafter "Agreement") between Benton County (hereinafter "County") and the City of Richland (hereinafter "City") shall be effective upon execution by both parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter "Fund") after April 1, 2016 for the financing of certain "public facilities [projects] serving economic development purposes" as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and,

WHEREAS, the County and the City are authorized, including under Chapter 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and,

WHEREAS, the purpose of this Agreement is to fund the extension of Center Parkway from Gage Boulevard to Tapteal Drive to improve access into and circulation throughout the Tapteal Business Park, which currently has 33 acres of undeveloped, high-visibility, commercially-zoned property, by extending Center Parkway from the traffic circle at Gage Boulevard across the railroad tracks and down the hill to a new connection at Tapteal Drive, thereby providing a missing north-south link to the undeveloped Tapteal Drive properties from the Columbia Center Mall area. This work will consist of: acquisition of property rights to establish the street right of way, engineering design, demolition of existing improvements, construction of water and sewer mains, conduit for other utilities, relocation of existing overhead utility lines, an at-grade railroad crossing system, street improvements consisting of curb, gutter, and sidewalk, subgrade preparation, crushed rock base, asphalt pavement, pavement markings and signs, street lights, and stormwater management facilities (hereinafter, the "Project"); and,

WHEREAS, the purpose of the Project is to facilitate commercial site development and redevelopment near the new street segment in both Richland and Kennewick; and,

WHEREAS, upon completion the new street connectivity is predicted to support development of 33 acres of commercially zoned property with high visibility from SR240 and close proximity to the vibrant Columbia Center area. The Project is predicted to draw more than $200 million in private capital investment and lead to more than 900 new jobs. In addition a number of presently vacant properties near the new street segment are likely to be redeveloped or reoccupied adding additional investment and employment; and,

WHEREAS, the County's evaluation of the Project confirms funding eligibility, and,

WHEREAS, the County and the City executed an initial Disbursement Agreement for the Project on November 10, 2020 (Resolution 2020-839) wherein the County agreed to distribute funds of up to $1,240,000.00 for the Project, with $980,000.00 of that amount coming from the City's Fund allocation and $260,000.00 of that amount coming from the County's own allocation of the Fund; and,

WHEREAS, in the time since execution of the initial Disbursement Agreement more funds have accumulated in the City's Fund allocation, and the City wished to access some of those subsequently accumulated funds to further finance the cost of the Project; and,

WHEREAS, a First Amended and Restated Disbursement Agreement was executed on August 9, 2022 (Resolution 2022-550), adding $1,600,000 to the total amount of the disbursement, raising the overall Project total to $2,840,000; and,

WHEREAS, the City again wishes to access subsequently accumulated funds to complete the Project;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the City mutually agree to the following:

1. Based on the City's request for reimbursement from the Fund, the County agrees to reimburse the City for up to $3,340,000 of qualified direct costs incurred by the City for the Project *after* November 10, 2020; provided, the County has already partially satisfied this obligation by paying the City $260,000 from the County's allocation of the Fund and $2,368,246 from the City's allocation of the Fund , leaving a balance available for reimbursement under this Agreement of $711,754 contingent upon: (i) the City having said amount available in its Fund allocation at the time of execution of this Agreement; and (ii) each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.

2. The City represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.

3. The City agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the City for which it seeks reimbursement will comply with RCW 82.14.370.

4. The Agreement expiration date shall be June 30, 2025 unless otherwise amended. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project and invoiced to the County prior to the expiration of this Agreement. The City will keep the County informed of changes to the schedule as the Project progresses.

5. The City shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Project costs incurred by the City during the prior quarter that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

   Benton County Commissioners Office
   ATTN: Sustainable Development Manager
   7122 West Okanogan Place
   Kennewick, Washington 99336

6. All approved reimbursement payments will be made via check mailed directly to the City at:

   Richland City Hall
   625 Swift Boulevard
   Richland, Washington 99352

7. The City shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the City in a reasonably timely fashion.

8. The City shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the City is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.

9. The City agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.

10. If Rural County Capital Funds are applied by the City toward non-eligible expenditures, the County may cease all disbursements and the City shall repay to the County all monies inappropriately expended.

11. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed by the City with the Benton County Auditor.

12. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.

13. The City agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.

14. The City shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.

15. This Agreement shall expire on June 30, 2025 and the County has no obligation to disburse funds for invoices received after that date.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

16. This Agreement contains the entire, complete, and integrated statement of each and every term agreed-to by and between the City and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project, including but not limited to the parties' November 20, 2020, Initial Disbursement Agreement and the August 9, 2022, First Amended and Restated Disbursement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY

_____
Jerome Delvin, Commission Chairman

Date: _____

ATTEST:

_____
Amanda Pearson, Clerk to the Board

APPROVED AS TO FORM:

_____
Chief Deputy Prosecuting Attorney

CITY OF RICHLAND

_____
Jon Amundson, City Manager

Date: 4/4/2024

ATTEST:

_____
Jennifer Rogers, City Clerk

APPROVED AS TO FORM:

_____
Heather Kintzley, City Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 16, 2024
Subject:	Business Resource Initiative Grant Program Conclusion
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:	**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

For consideration is a new contract with the Tri-Cities Regional Chamber of Commerce for work to conclude the Business Resource Initiative ("BRI"), a project the County and Chamber have worked on together since 2022.

Background

Attached to this packet are the agenda item form from June 14, 2022 and the original BRI contract for more background information that is in addition to what is provided briefly below.

Summary

- The County and the Chamber entered into an agreement in June 2022 to develop the BRI program, the centerpiece of which was disbursing up to $3 million in grants to businesses and non-profit organizations in Benton County over the course of three separate rounds. This was successful. The Chamber executed all three rounds and put all $3 million into the community.
- In addition to the $3 million in grant funds, the County obligated up to $462,000 in reimbursement for direct costs to the Chamber and an administrative fee. *The Chamber did not expend all of these funds (about $84,000 unspent).*
- All of these funds were American Rescue Plan Act ("ARPA") funds, not the County's own funds.
- In addition to providing substantial assistance to the business community, the County received a number of awards and other public accolades for the BRI, so it was a success on multiple fronts.

Remaining Activity

- Though all of the grant funds have been disbursed, some administrative work remains to be completed by the Chamber.
- Ideally, we would have extended the original agreement, but that did not get done, so we need a new agreement to capture the work to be completed and payment for that work, which primarily consists of completing audits, final close-outs with all awardees, and preparation of final reports.
- The budget for this second contract is $57,150. It means that the Chamber will not expend all funds originally allocated for the BRI. In other words, no additional funding is necessary to complete the BRI work.
- The Chamber plans to make a final presentation to Commissioners at its May 14 meeting in Kennewick.

Prosecutor Assistance

- Prosecuting Attorney staff reviewed and assisted with this agreement as they do with most other such contracts, but did not approve for form just as with the original BRI agreement. PA staff had concerns with the way federal ARPA funds were being used and would not approve for form based on those concerns. No other parties have shared those concerns, including the State Department of Commerce's staff whom we have been in contact with since the beginning of ARPA, nor the State Auditor's Office staff who have been reviewing BRI. As such, Administration staff remains comfortable with our approach and use of these ARPA funds, including working with – and paying with ARPA funds – the Chamber to close-out the project.

Fiscal Impact

$57,150, to be paid from the remaining ARPA funds.

Recommendation

Staff recommends approval of the new agreement.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF A STANDARD SERVICE AGREEMENT BETWEEN BENTON COUNTY AND THE TRI-CITY REGIONAL CHAMBER OF COMMERCE FOR ASSISTANCE WITH COMPLETION OF BENTON COUNTY'S "BUSINESS RESOURCE INITIATIVE"

WHEREAS, the American Rescue Plan Act ("ARPA") was signed into law on March 11, 2021, providing federal funding relief for workers, industries, and state and local governments; and,

WHEREAS, Benton County has received ARPA funds, and used a portion of said funds to establish a community support cash grant program called the *Business Resource Initiative* ("BRI") to assist businesses and nonprofit organizations operating within Benton County with their financial hardships and long-term viability resulting from the Covid-19 pandemic; and,

WHEREAS, the Tri-City Regional Chamber of Commerce ("Chamber") is an economic development partner of the County and is the organization that helped to develop and implement the BRI under contract with the County (June 14, 2022, Resolution 2022-414); and,

WHEREAS, the grant stage of the BRI was completed with $3,000,000.00 worth of ARPA assistance being put into the community, however some tasks such as audits, reports, and other similar functions were not completed within the timeframe of the original contract; and,

WHEREAS, the County and the Chamber have agreed to terms on a new standard service agreement that will allow for completion of the BRI; **NOW, THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners approves the standard service agreement between Benton County and the Tri-City Regional Chamber of Commerce for completion of the County's *Business Resource Initiative* grant program, and authorizes the Chairman or the Chairman Pro-tem to sign said agreement. The Chamber shall be reimbursed for up to $57,150.00 for its operations and expenses costs associated with completing the BRI. The agreement shall expire on April 30, 2024.

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: Commissioners
cc: Tri-City Regional Chamber of Commerce

Prepared by: A.J. Fyall

STANDARD SERVICE AGREEMENT
TERMS AND CONDITIONS

This Standard Service Agreement ("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 REGIONAL CHAMBER OF COMMERCE, a Washington nonprofit corporation, with its principal address at 7130 West Grandridge Boulevard - Suite C, Kennewick, Washington, 99336; (hereinafter "CONTRACTOR").

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 ("ARPA") was signed into law providing federal funding relief for American workers, families, industries, and state & local governments; and,

WHEREAS, states, counties, cities, tribal, and other governments received direct appropriates of ARPA funds from the federal government called *State and Local Fiscal Recovery Funds* ("SLFRF"); with the COUNTY receiving an ARPA SLFRF appropriation of $39,700,361.00; and,

WHEREAS, the COUNTY desires use its appropriated ARPA SLFRF funds to respond to the negative impacts of the COVID-19 public health emergency, and in this case will allocate a portion of its received ARPA funds to a new "Business Resource Initiative" to provide support to eligible small businesses to address the adverse impacts of the COVID-19 public health emergency; and,

WHEREAS, the COUNTY has determined that engaging with its economic development and business outreach partner, the Tri-City Regional Chamber of Commerce, would yield efficiencies in time and process in the development and implementation of the ARPA supported Business Resource Initiative that would not be available to the COUNTY if it were to manage the program alone; and,

WHEREAS, the COUNTY and the CONTRACTOR executed a Standard Service Agreement on June 14, 2022 (Resolution 2022-414) with an expiration date of December 31, 2023 to develop and implement the Business Resource Initiative, but the time allotted was not sufficient for CONTRACTOR to complete all of the necessary tasks; and,

WHEREAS, the June 14, 2022 Agreement ("Original Agreement") was not amended prior to its expiration to add the needed additional time to complete all of the remaining tasks, necessitating this new Agreement;

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS & FEDERAL AWARD INFORMATION

The parties' agreement consists of this Agreement and the attached **Exhibit A** (Scope of Work for completing the Business Resource Initiative ("BRI")), which is incorporated herein by this reference. To satisfy pass-through requirements as stipulated in 2 CFR 200.332, set forth below is certain information:

Subrecipient Name:
Tri-City Regional Chamber of Commerce

Subrecipient Unique Entity Identifier:
D-U-N-S Number: 624927745

Subaward Period of Performance (term of this Agreement):
Beginning upon execution by both parties, terminating on March 31, 2024

Maximum Amount of Federal Funds Obligated by this Agreement:
57,150

Federal Awarding Agency: *US Department of the Treasury*

2. DURATION OF CONTRACT

The term of this Agreement shall begin when executed by both parties and shall expire on April 30, 2024.

3. RESPONSIBILITIES & SERVICES PROVIDED

CONTRACTOR shall perform and complete all ARPA-funded implementation functions and services required of CONTRACTOR under the Original Agreement, as detailed in the attached Scope of Work (**Exhibit A**). All funds provided by the COUNTY under this Agreement shall be used only for the purposes of funding CONTRACTOR'S expenses for personnel and certain other costs necessary to complete the BRI services described specifically in **Exhibit A**. CONTRACTOR is a **subrecipient** of ARPA funds, as defined under federal regulations, and therefore agrees to comply with any and all local, state, and federal regulations and associated rules and responsibilities of subrecipients of federal grants.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

a. For CONTRACTOR: Lori Mattson, President & CEO
Tri-City Regional Chamber of Commerce
7130 West Grandridge Boulevard - Suite C
Kennewick, Washington 99336
509-491-3233

b. For COUNTY: Adam J. Fyall, Sustainable Development Manager
Benton County
7122 West Okanogan Place
Kennewick, Washington 99336
509-736-3053

A party may change its representative effective upon delivery of written notice to the other party.

5. COMPENSATION AND INVOICING FOR CONTRACTOR COSTS

The parties acknowledge that ARPA funds are federal funds passed through the COUNTY. All payments made by COUNTY to CONTRACTOR for costs incurred by CONTRACTOR shall be on a reimbursable basis. Reimbursement payments under this Agreement shall be based on invoices supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual cost requirements necessary to carry out the purposes of this Agreement. Funds available under this section of the Agreement shall be available up to the amounts set forth herein to reimburse CONTRACTOR for its expenses incurred to perform its obligations under this Agreement and not for types of expense CONTRACTOR already was incurring prior to the effective date of this Agreement.

The COUNTY agrees to reimburse the CONTRACTOR for its costs in performance of this Agreement up to but not to exceed Fifty-Seven Thousand, One Hundred Fifty Dollars ($57,150.00) for operations and expenses of the BRI in accordance with the terms of **Exhibit A** attached hereto. Administrative overhead costs will not be paid under this Agreement, as CONTRACTOR was obligated under the Original Agreement to complete the work by December 31, 2023, and continued payment of the administrative overhead fee would be a gift of public funds. The CONTRACTOR shall submit a single invoice to the COUNTY for all reimbursable costs by May 31, 2024, and the COUNTY shall make payment within thirty (30) calendar days of receipt of said invoice, pending and notwithstanding review and revision based on errors or discrepancies.

6. PERFORMANCE MONITORING

The COUNTY will monitor CONTRACTOR'S performance against the Scope of Work (**Exhibit A**) and pursuant to 2 CFR 200.332, as required of SLFRF subrecipients, by tracking project progress, overseeing compliance with SLFRF requirements, and ensuring recordkeeping and audit requirements are met.

CONTRACTOR understands that the COUNTY'S pass-through of SLFRF funds under this Agreement constitutes a subaward of SLFRF funds and subjects the CONTRACTOR to compliance requirements for use of SLFRF funds and any and all reporting requirements for expenditures of SLFRF funds.

7. 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.

8. 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 10 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.

11. 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 five-hundred thousand dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than one 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.

12. TERMINATION

The COUNTY may terminate this Contract 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. Upon the effective date of such termination, no reimbursement requests under section 5 may be made for expenses incurred by CONTRACTOR after the termination date, and the COUNTY shall pay the CONTRACTOR a pro-rata payment for the administrative fee under section 5 for that portion of the month for which services were rendered prior to the date any such termination is effective.

Upon termination, the CONTRACTOR shall notify the COUNTY of any obligated but unpaid grant awards, and the COUNTY shall disperse funds to eligible awardees.

13. DEBARMENT

The CONTRACTOR, by signature to this Agreement, certifies that the CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions ("debarred"). **The CONTRACTOR also agrees to include the above requirement in any and all contracts and subcontracts into which it enters.** The CONTRACTOR shall immediately notify the COUNTY in writing if, during the term of this Agreement, the CONTRACTOR becomes debarred. The COUNTY may immediately terminate this Agreement by providing the CONTRACTOR written notice if the CONTRACTOR becomes debarred during the term of this Agreement.

14. 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.

15. NONDISCRIMINATION

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

16. INSPECTION OF BOOKS AND RECORDS

The COUNTY and any authorized state or federal auditors may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Agreement. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Agreement until January 1, 2033.

17. 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.

18. 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.

19. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 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
Board of Commissioners

Jerome Delvin, Chairman

Dated: _____

Tri-City
Regional Chamber of Commerce

Lori Mattson, President

Dated: 3-4-24

Attest:

Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney

EXHIBIT A

SCOPE OF WORK
COMPLETION OF THE BUSINESS RESOURCE INITIATIVE

Background & Purpose

Funded by the American Rescue Plan Act ARPA), the **Business Resource Initiative** (BRI) is a collaborative effort between Benton County and the Tri-City Regional Chamber of Commerce (Contractor) to provide support for businesses in Benton County to offset the adverse impacts the business community incurred due to Covid-19.

The centerpiece of BRI was three rounds of grants made available to private companies based in Benton County. A total of $3,000,000 in grants was disbursed from late 2022 to late 2023:

- Round 1 $ 957,961.13
- Round 2 $ 912,558.93
- Round 3 $1,129,479.94

The original BRI contract ended December 31, 2023, but several administrative tasks were not completed prior to that date. The purpose of this Agreement is to allow the CONTRACTOR to complete the remaining BRI tasks described below on or before April 30, 2024.

Major Tasks Necessary to Complete the Business Resource Initiative

CONTRACTOR shall complete all tasks set forth in the Original Agreement, including but not limited to:

- Completion of necessary audit,
- Follow-up and close-out with grant awardees,
- Preparation and preparation of final BRI report.

Budget	
Operations Support & Administration	**Expense**
Non-Staff Support	
• Travel	100.00
• Office Supplies	350.00
• Business Data	200.00
• Audit	30,000.00
Subtotal	**$ 30,650.00**
Staff Support	
• FT Employee	
• Other Staff Time Devoted Solely to BRI Program	
Subtotal	**$ 26,500.00**
Total	**$ 57,150.00**

# # #

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 14, 2022
Subject:	Business Resource Initiative Grant Program
Presenter:	Adam J. Fyall & Tri-City Chamber of Commerce
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 Contract

Summary

Staff and Tri-City Regional Chamber of Commerce personnel will present the *Business Resource Initiative* ("BRI"), a proposed grant program that will inject federal funds into the business community to assist Benton County businesses with their continued pandemic recovery and the building of resiliency as a bulwark against future economic shocks. Staff seeks Board direction on the proposed agreement with the Chamber to implement the BRI.

Background

Like cities and counties across the nation, Benton County is in receipt of significant federal funds by way of the American Rescue Plan Act of 2021 ("ARPA"). These funds are completely separate from the CARES Act funds previously received in 2020, though both tranches of funding are a federal government response to the Covid-19 pandemic.

Benton County is using its ARPA funds in a number of ways, mostly tied to building resiliency for the County to better be able to absorb economic shocks in the future. One way Benton County used its CARES Act funds was to create an emergency relief grant program for local businesses. The County enlisted the services of the Tri-City Development Council for this work and it proved highly successful, though we were not able to even come close to address the need in the community. The BRI is modeled similarly. This time we propose working with the Chamber to work with local businesses to assist them with their further recovery coming out of the pandemic and preparing for future needs.

Chamber staff will be on hand at the Board meeting to explain the vision for the BRI in detail. County staff has worked with the Chamber to develop the proposed agreement and build the concept of the BRI, which would be implemented over the next year-and-a-half. The BRI offers Benton County another opportunity to help local small businesses who have been severely impacted by the pandemic and the many regulatory responses to the pandemic.

This agreement *has not been approved for form* by the Prosecutor for reasons counsel may articulate to the Board under a separate memo.

The Chamber has signed the agreement.

Fiscal Impact

All funds are passed-through federal funds that have come to Benton County by way of ARPA. No funds originating with Benton County are to be used in this program. The total amount of this project is up to **$3,462,000**, allocated as follows:

- Up to $3,000,000 to be distributed into the business/nonprofit community via BRI grants
- Chamber receives up to $420,000 for its direct costs (staff, travel, office supplies, advertising, etc)
- Chamber receives $42,000 administrative fee

Recommendation

Staff recommends signing the agreement with the Chamber.

Suggested Motion

"I move for approval of the new standard service agreement with the Tri-City Regional Chamber of Commerce for development and implementation of the Business Resource Initiative grant program, which will be financed with federal ARPA funds."

# # #

RESOLUTION 2022 41[illegible]

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF A STANDARD SERVICE AGREEMENT BETWEEN BENTON COUNTY AND THE TRI-CITY REGIONAL CHAMBER OF COMMERCE FOR ASSISTANCE WITH IMPLEMENTING BENTON COUNTY'S "BUSINESS RESOURCE INITIATIVE"

WHEREAS, the American Rescue Plan Act ("ARPA") was signed into law on March 11, 2021, providing federal funding relief for workers, industries, and state and local governments; and,

WHEREAS, Benton County has received ARPA funds, and will use a portion of said funds to establish a community support cash grant program to assist businesses and nonprofit organizations operating within Benton County with their financial hardships and long-term viability resulting from the Covid-19 pandemic; and,

WHEREAS, the Tri-City Regional Chamber of Commerce ("Chamber") is an economic development partner of the County and is the organization in Benton County that is best connected to the business community, with the expertise and resources on-hand to assist the County with development and implementation of this grant program; and,

WHEREAS, it is in the best interests of the County and the community for the County to contract with the Chamber for assistance with implementing this new one-time, ARPA-supported grant program – which will be known as the *Business Resource Initiative* ("BRI") – which will get needed resources into the community in an efficient and timely manner; **NOW, THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners approves the standard services agreement between Benton County and the Tri-City Regional Chamber of Commerce for implementation of the County's *Business Resource Initiative* grant program, and authorizes the Chairman to sign said agreement. The Chamber shall be reimbursed for up to $420,000.00 for its direct costs associated with implementing the BRI; and shall be paid an additional administrative fee of $42,000.00 for its services rendered with implementation of the BRI. The agreement shall expire on December 31, 2023.

Dated this 14 day of June, 2022.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest.....
Clerk of the Board

orig: Commissioners
cc: Tri-City Regional Chamber of Commerce

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 REGIONAL CHAMBER OF COMMERCE, a Washington nonprofit corporation, with its principal address at 7130 West Grandridge Boulevard - Suite C, Kennewick, Washington, 99336; (hereinafter "CONTRACTOR").

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 ("ARPA") was signed into law providing federal funding relief for American workers, families, industries, and state & local governments; and,

WHEREAS, states, counties, cities, tribal, and other governments received direct appropriates of ARPA funds from the federal government called *State and Local Fiscal Recovery Funds* ("SLFRF"); with the COUNTY receiving an ARPA SLFRF appropriation of $39,700,361.00; and,

WHEREAS, the COUNTY desires use its appropriated ARPA SLFRF funds to respond to the negative impacts of the COVID-19 public health emergency, and in this case will allocate a portion of its received ARPA funds to a new "Business Resource Initiative" to provide support to eligible small businesses to address the adverse impacts of the COVID-19 public health emergency; and,

WHEREAS, the COUNTY has determined that engaging with its economic development and business outreach partner, the Tri-City Regional Chamber of Commerce, would yield efficiencies in time and process in the development and implementation of the ARPA supported Business Resource Initiative that would not be available to the COUNTY if it were to manage the initiative alone;

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS & FEDERAL AWARD INFORMATION

The parties' agreement consists of this Agreement and attached **Exhibit A** (Scope of Work for Business Resource Initiative ("BRI")), which is incorporated herein by this reference. To satisfy pass-through requirements as stipulated in 2 CFR 200.332, set forth below is certain information:

Subrecipient Name:
Tri-City Regional Chamber of Commerce

Subrecipient Unique Entity Identifier:
D-U-N-S Number: 624927745

Subaward Period of Performance (term of this Agreement):
Beginning upon execution by both parties, terminating on December 31, 2023

Maximum Amount of Federal Funds Obligated by this Agreement:
$3,462,000.00

Federal Awarding Agency: *US Department of the Treasury*

2. DURATION OF CONTRACT

The term of this Agreement shall begin when executed by both parties and shall expire on December 31, 2023.

3. RESPONSIBILITIES & SERVICES PROVIDED

CONTRACTOR shall perform ARPA-funded implementation functions and services through implementation of the Business Resource Initiative (**BRI**) for the duration of this Agreement, as detailed in the attached Scope of Work (**Exhibit A**). All funds provided by the COUNTY under this Agreement shall be used only for the purposes of funding: 1) CONTRACTOR'S expenses for personnel and certain other costs necessary to render the BRI services described specifically in **Exhibit A**; and 2) for grants authorized under this Agreement to eligible business entities. CONTRACTOR is a **subrecipient** of ARPA funds, as defined under federal regulations, and therefore agrees to comply with any and all local, state, and federal regulations and associated rules and responsibilities of subrecipients of federal grants.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

a. For CONTRACTOR: Lori Mattson, President & CEO
Tri-City Regional Chamber of Commerce
7130 West Grandridge Boulevard - Suite C
Kennewick, Washington 99336
509-491-3233

b. For COUNTY: Adam J. Fyall, Sustainable Development Manager
Benton County
7122 West Okanogan Place
Kennewick, Washington 99336
509-736-3053

A party may change its representative effective upon delivery of written notice to the other party.

5. COMPENSATION AND INVOICING FOR CONTRACTOR COSTS

The parties acknowledge that ARPA funds are federal funds passed through the COUNTY. All payments made by COUNTY to CONTRACTOR for costs incurred by CONTRACTOR (other than grant payments under Section 6 below) shall be on a reimbursable basis. Reimbursement payments under this Agreement shall be based on invoices supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual cost requirements necessary to carry out the purposes of this Agreement. Funds available under this section of the Agreement shall be available up to the amounts set forth herein to reimburse CONTRACTOR for its new expenses incurred to perform its obligations under this Agreement and not for types of expense CONTRACTOR already was incurring prior to the effective date of this Agreement.

The COUNTY agrees to reimburse the CONTRACTOR for its costs in performance of this Agreement up to but not to exceed Four Hundred Twenty Thousand Dollars ($420,000) for operations support and administration of the BRI in accordance with the terms of **Exhibit A** attached hereto. The COUNTY also agrees to pay CONTRACTOR an administrative fee of Forty-Two Thousand Dollars ($42,000) for its administrative overhead costs incurred in performing its services under this Agreement. The administrative fee shall be paid after receipt of appropriate invoices in 18 monthly installments beginning July 2022 and concluding December 2023, in the amount of Two-Thousand, Three-Hundred Thirty-Three Dollars and Thirty-Three Cents ($2,333.33) per month. Reimbursement payments and administrative fee payments under this section shall be made by the COUNTY to the CONTRACTOR in monthly installments. The CONTRACTOR shall submit invoices to the COUNTY by the tenth (10th) calendar day of each month, and the COUNTY shall make payments within thirty (30) calendar days of receipt of each invoice, pending and notwithstanding review and revision based on errors or discrepancies.

6. GRANT FUNDING PAYMENTS

Each eligible business may seek grants of up to Thirty Thousand Dollars ($30,000), and the aggregate total of all grants awarded by CONTRACTOR under this Agreement shall not exceed Three Million Dollars ($3,000,000). CONTRACTOR shall submit to COUNTY in writing once per calendar month a statement annotating eligible business grant award recipients for that month, including the total grant amount per recipient, the approved grant option categories as described in **Exhibit A** for each recipient and the details of each grant disbursement made by CONTRACTOR in the prior month. CONTRACTOR shall also submit a separate monthly invoice detailing each eligible business entitled to further payment of grant funds as of the invoice date, the amount owed to each recipient and the expenses of the eligible business to be reimbursed. CONTRACTOR shall thereafter disburse grant funds to the eligible business recipients. Invoices from CONTRACTOR shall be clearly annotated and shall be separate from invoices for reimbursement of CONTRACTOR'S operations support and administration cost reimbursements described in Section 5 above and in **Exhibit A.** CONTRACTOR will need to account for and return to the COUNTY any grant funds it has received from the COUNTY that it does not disburse to grant award recipients. Additional reporting may be requested by the COUNTY as the federal ARPA reporting requirements continue to evolve.

7. PERFORMANCE MONITORING

The COUNTY will monitor CONTRACTOR'S performance against the Scope of Work (**Exhibit A**) and pursuant to 2 CFR 200.332, as required of SLFRF subrecipients, by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of ARPA SLFRF funds, overseeing compliance with SLFRF requirements, and ensuring recordkeeping and audit requirements are met.

CONTRACTOR understands that the COUNTY'S pass-through of SLFRF funds under this Agreement constitutes a subaward of SLFRF funds and subjects the CONTRACTOR to compliance requirements for use of SLFRF funds and any and all reporting requirements for expenditures of SLFRF funds.

8. SIMILAR PROGRAMS / SEPARATE ENTITIES

CONTRACTOR has submitted a similar proposal to Franklin County.

If a contract is awarded by Franklin County for similar services, CONTRACTOR may run a parallel BRI program for Franklin County businesses. In such an event, CONTRACTOR acknowledges that each county is its own separate entity and that each ARPA subaward and program will be entirely separate and discrete. CONTRACTOR will separately track and account for its costs and activities related to each BRI program, and that no business shall be eligible for grants under this Agreement and any similar agreement with Franklin County.

9. 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.

10. 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 10 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.

11. 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, employer's 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 five-hundred thousand dollars ($500,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than one million dollars ($1,000,000). 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.

12. TERMINATION

The COUNTY may terminate this Contract 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. Upon the effective date of such termination, no reimbursement requests under Section 5 may be made for expenses incurred by CONTRACTOR after the termination date, and the COUNTY shall pay the CONTRACTOR a pro-rata payment for the administrative fee under Section 5 for that portion of the month for which services were rendered prior to the date any such termination is effective.

Upon termination, the CONTRACTOR shall notify the COUNTY of any obligated but unpaid grant awards, and the COUNTY shall disperse funds to eligible awardees.

13. 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.

14. 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.

15. INSPECTION OF BOOKS AND RECORDS

The COUNTY and any authorized state or federal auditors may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Agreement. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Agreement until January 1, 2033.

16. 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.

17. 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.

18. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 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
Board of Commissioners

Shon Small, Chairman

Dated: 6-14-2022

Tri-City
Regional Chamber of Commerce

Lori Mattson, President

Dated: 5-25-22

Attest:

Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney

EXHIBIT A

Purpose

Funded by ARPA, the **Business Resource Initiative** (BRI) is a collaborative effort between Benton County and the Tri-City Regional Chamber of Commerce (TCRCC or CONTRACTOR) to provide support for businesses in the community to offset the adverse impacts the business community has incurred due to COVID-19.

It is more important than ever to help local businesses to meet their greatest needs. Uncertainty abounds, the labor shortage intensifies, and new hires are not fully prepared to plug in. The BRI addresses the areas of greatest need by utilizing ARPA funds in a way that will solve systemic problems in a sustainable way.

Many businesses in Benton County are in crisis. Pockets of businesses within the county have not heard about and/or need help obtaining the resources that are available to them. The BRI proactively connects with existing businesses to understand needs and barriers to access – then responds.

The CONTRACTOR is currently positioned to implement the BRI and immediately begin addressing business survival and growth strategies by identifying businesses in need of assistance through a comprehensive multi-pronged approach. All funds received under this Agreement will be used for new efforts by CONTRACTOR in its creation and implementation of the BRI, and no funds received under this Agreement will be used to pay for expenses of the same nature that CONTRACTOR was incurring prior to the effective date of the Agreement.

I. Scope of Work for Grant Awards and Funding

The CONTRACTOR has completed research necessary to provide a strategic and targeted approach to solving problems of greatest need through a Business Outlook Survey and one-on-one interviews. The data, based on input from a diverse cross-section of private sector industry, will inform decisions regarding funds utilization that align with greatest needs of the local business community, including the following Scope of Work tasks:

1. CONTRACTOR will assign a full-time employee to serve as the **Business Resource Navigator** for the BRI – a single point of contact to provide custom support and resource information for businesses in the region. This "real person", one-stop-shop, business resource expert will gather current and relevant information about loans, grants, supplies, webinars, training, service,

and programs. Such employee will be available for appointments (via phone, email, in-person or virtual) to listen, assist, and work with businesses to develop a customized resource guide to meet their specific needs and greatest challenges.

2. CONTRACTOR will offer businesses five BRI grant funding options, each of which falls within the acceptable grant categories outlined by ARPA. Businesses may seek grants for purposes set forth in one or more of the five options listed in **Table 1** below, but the aggregate amount of all grants allowed under this Agreement to one business entity shall be $30,000 regardless of whether the applicant seeks funds for one or for multiple options. The eligibility requirements for grant recipients and grant evaluation criteria are set forth below.

3. In order to qualify for BRI grant program funding, businesses (including non-profit corporations) must meet the following qualifications:
   - The business must have fewer than 50 full-time equivalent employees.
   - The business must have its headquarters or main office physically located in Benton County where a majority of its employees are assigned.
   - The business must be independently owned and operated, meaning that with respect to the business the ownership interests, management, and operation of the business are not subject to control, restriction, modification, or limitation by a person or corporation with no formal role in the operation of the business.
   - The business must possess a valid and current state and/or local business license as required by law.
   - The business must have generated annual gross revenues of at least Thirty Thousand Dollars ($30,000) in 2021, demonstrable via either 2021 tax return or four quarterly Department of Revenue filings.
   - The business must not be debarred from receiving state and/or federal funds.
   - The business must provide accounting records for the 12 months immediately preceding the date of application showing revenue in prior months, payroll expenses, rent payments (if applicable), and utility expenses.

4. Funds will be administered in three Phases. Each phase will be implemented over a four month period scheduled as follows:
   - Phase 1 shall begin September 1, 2022
   - Phase 2 shall begin January 1, 2023
   - Phase 3 shall begin May 1, 2023

   Each phase will begin with a total award target of one million dollars ($1,000,000). Grant applications shall be reviewed for completeness and compliance with the eligibility set forth in Section I.3. above, and processed in the order they are received. Unawarded grant funds from preceding phases will be rolled-over into subsequent phases until all of the funds are disbursed. After each phase of awards, TRCCC will provide the County with a comprehensive report including the

name of each business approved for award, the amount of all awards, the Option categories for awards, and any other information required by the County for its own records or for federal reporting.

5. Grants shall be awarded in a tiered fashion based on the business' annual gross revenue. The maximum allowable award amounts shall be as follows:

2021 Annual Gross Revenue	Maximum Grant Amount
• $30,000- $50,000	$3,000
• $50,000-$80,000	$5,000
• $80,001–$110,000	$8,000
• $110,001-$150,000	$11,000
• $150,001-$200,000	$15,000
• $200,001-$300,000	$20,000
• $300,000+	$30,000

Table 1

$3M total Grant/Incentive Funding for 2022

Eligible Businesses may seek funding for one or more of the following purposes:

OPTION #1	OPTION #2	OPTION #3	OPTION #4	OPTION #5
Workforce Development	**Work Incentive (Bonuses)**	**Rent/Utilities Assistance**	**Digital Transformation**	**Outdoor Space Enhancement†**
Workforce Development Grants will be awarded to provide funding to assist eligible local businesses to cover the equivalent of up to two weeks of payroll for: • On-the-job training for new employees; and/or • External training and/or certifications for new or existing employees.	Work Incentive Grants will be awarded t to provide employment incentives payable as hiring bonuses to new employees (hired after the grant is awarded) in the amount of a $1,200 bonus upon completion of at least 12 paid weeks with the employer (with a minimum of 20 hours of work each week).	Rent/Utilities grants may be made to support the liquidity of eligible businesses by providing funding to help pay for rent and/or utilities for up to 6 months to enable eligible businesses an opportunity to recover and grow after the pandemic.	Funding is available to eligible businesses to establish an online presence and/or utilize digital technologies to create new (or modifying existing) business processes and customer experiences.	Funding is available to assist eligible businesses with capital investments allowed by the ARPA Final Rule, such as rehabilitation of commercial properties and storefront/façade improvements. Only businesses located in a 2022 **Qualified Census Tract**, as defined and mapped by the US Department of Housing and Urban Development, may apply for this Option.
Maximum grant to eligible business: $30,000.00				

† *Only available to "Disproportionately Impacted Small Businesses", as defined by US Treasury Department*

II. SCOPE OF WORK FOR OUTREACH, MARKETING AND ADMINISTRATIVE SUPPORT BY CONTRACTOR OF THE BRI PROGRAM

1. **Outreach** – As the largest business promotion and advocacy organization in the Tri-Cities area, the CONTRACTOR has numerous partners throughout the region that it will use to facilitate communication with Benton County businesses and make them aware of the BRI program. Targeted outreach regarding the program will be conducted and shall include industries and businesses that serve low income/high risk populations; businesses with language and/or technology challenges; and businesses in underserved communities. Multi-lingual support will be provided by TCRCC.

2. **Strategic Marketing** – In order to solicit grant applicants, CONTRACTOR shall conduct the following marketing strategy:

    - CONTRACTOR shall make heavy use of traditional and social media in both English and Spanish to promote the BRI throughout the business community of Benton County, including but not limited to television and radio advertising campaigns; boosted social media postings on Facebook, Instagram, and Twitter; news and editorial content in the Tri-City Herald, Tri-Cities Business Journal, and La Voz; and other suitable media as available and appropriate.
    - CONTRACTOR shall utilize its website to provide grant information, including application, FAQ's and contact information.

3. **Cost Reimbursement** – In order to meet the costs of the outreach, strategic marketing, and review, award and monitoring of grants incurred by CONTRACTOR, CONTRACTOR may seek reimbursement for its direct costs up to a maximum of Four Hundred Twenty Thousand Dollars ($420,000). CONTRACTOR shall also be entitled to receive an administrative fee of Forty Two Thousand Dollars ($42,000.00) for its indirect administrative costs in performing its services under this Agreement. Cost reimbursement shall be provided only for the following internal or external expenses set forth below in Table 2.

Table 2	
Operations Support & Administration	**Expense**
Non-Staff Support • Translation Services (written/spoken) • Travel • Office Supplies • Business Data • Advertising/Outreach • Audit **Subtotal**	**$ 162,195.00**
Staff Support • FT Employees (2) • Other Staff Time Devoted Solely to BRI Program **Subtotal**	**$ 257,805.00**
Project Administration Costs (Non-Staff & Staff Support) – **Total**	**$ 420,000.00**
Administration Fee – Total	**$42,000.00**
Maximum Grant Funds Available – Total	**$3,000,000.00**
Grand Total of Contract	**$3,462,000.00**

# # #

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/16/2024
Subject:	Canine Shelter Positions and LIT Request
Presenter:	Greg Wendt
Prepared By:	Greg Wendt
Reviewed By:	Jerrod MacPherson

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

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

Summary / Background Information

On April 9, 2024, the Board of Benton County Commissioners held a workshop on the County's Canine Shelter and the administration of the County's dangerous dog codes. At the conclusion of the workshop, the Board provided positive feedback they each preferred Option #3 focusing on the need to increase the service level at the Canine Shelter to include on-call evening and weekend rotations of canine control officers to respond 24/7 to dangerous dog calls and the need to take over the Sheriff's office responsibilities associated with dangerous dog declarations and permitting/licensing. This level of service increase is expected to require two (2) additional full-time employees and converting the one (1) part-time employee to full-time. If approved by the Board, this option would be implemented over the next several months/year.

The first step of the plan is to begin the process of increasing the staff size at the Shelter, beginning as early as May 1, 2024. The proposal, which would be effective 5/1/2024, includes:

1. Two (2) new Canine Control Officer II, Positions 51145 & 51156, Grade 10, Non-Barg.
2. Canine Control Officer 1, Position 51136, is currently part time, becomes a full-time position, Grade 8 Non-Barg;
3. Canine Control Supervisor, Position 51146, is changed to Canine Control Manager, Grade 2, Non-Barg.
4. Additional supplies, services & capital requested for support reorganization & increase in staffing.

Fiscal Impact

The resources for the requested increase in budget will be transferred from the General Fund 0010, Department 115 Non-Departmental (contingency) to Department 137 Animal Control for the remaining 2024 budget cycle. The 2025-2026 Budget funding will be requested during the County's 2025-2026 Budget process.

Recommendation

Recommend the Board of County Commissioners approve the Transfer of Funds within the General Fund 0010, Department 115 to Department 137 for the positions, supplies and capital as well as approving the Canine Control Manager Job Description and Classification.

Suggested Motion

- Move to approve the Canine Control Manager Job Description and Classification as presented.
- Move to approve the Transfer of Funds within the General Fund 0010, Department 115 Non-Departmental to Department 137 Animal Control as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CREATING THE JOB CLASSIFICATION AND ESTABLISHING THE SALARY GRADE FOR THE CANINE CONTROL MANAGER POSITION

WHEREAS, the Director of Community Development worked with Human Resources to create a classification description for a Canine Control Manager position; and

WHEREAS, the recommended salary grade placement for the Canine Control Manager position is Grade 2 on the Benton County Administration/Managers Salary Schedule; **NOW THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Canine Control Manager classification description; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby approves the placement of the Canine Control Manager position on the Benton County Administration/Managers Salary Schedule at Grade 2; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this _____ day of _____ , _____

_____
Chair of the Board

_____
Chair Pro-Tem

_____
Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

CC: Community Development, Canine Control, HR, Auditor

Prepared by: C Nave

TITLE: Canine Control Manager

DEPARTMENT: Commissioners

REPORTS TO: Director of Community Development or Designee

SUPERVISES: Canine Control Staff

FLSA: Exempt

SUMMARY:

The Canine Control Manager oversees all aspects of the Canine Shelter and supervises the Canine Control Department and Staff. Develops and implements budgets, policies, procedures, and strategies to deliver responsible canine care and effective, courteous canine services to the community. Serves as the Shelter's public relations and education outreach spokesperson in the community. Assures compliance with local, state, and federal regulations and the mission of the department.

EXAMPLES OF JOB DUTIES:
(Duties listed are illustrative and not intended as an exhaustive listing. This classification specification reflects the general concept and intent of the position and should not be construed as a detailed statement of all the requirements that may be inherent in the position.)

Develop and oversee all departmental programs. Ensure all canine care programs are administered humanely.

Ensure that proper policies and procedures are followed. Stay abreast of current canine welfare issues as well as the changing needs of the community. Ensure the department's philosophy and mission is relevant and practiced throughout the organization.

Prepare budget, projection figures, program estimates and payroll information. Monitor revenue and expenses in relation to annual budget and regularly review and modify procedures to maintain an efficient yet effective service. Oversee billings and depositing of all monies.

Supervise the enforcement of canine control ordinances and statutes, including BCC 2.26 At-Large Dogs and BCC 2.20 Dangerous and Potentially Dangerous Dogs. Assist Canine Control Officers in case preparation and courtroom testimony, as necessary.

Develop and maintain association with the Benton County Sheriff's Office, Benton County Prosecuting Attorney's Office, and related agencies to ensure compliance with enforcement procedures and perpetuate a positive relationship.

Develop and maintain cooperative work relationships with community agencies, organizations, businesses, foundations, and patrons. Provide opportunities for community support through volunteering.

Maintain numerous files, records and statistics that include but are not limited to: canine population, dangerous dogs, adoption, euthanasia, spay and neuter, incident, and personnel data. Maintain controlled substance records and renew license yearly. Provide direction for operation of department's computer system and software programs.

Supervise incoming canine and adoptions and ensure that the public receives accurate information and friendly service. Take control of tense situations with distraught or angry customers. Responsible for final adoption approval.

Oversee the hiring, supervising, evaluating, disciplining, training, development and termination of all department personnel. Ensure the implementation of personnel training programs that help staff accomplish their goals and maintain a working environment that attracts and retains quality people.

Perform the duties of a canine control officer, including on-call activities, as needed. Work collaboratively with staff to achieve departmental goals.

Oversee all inventories and ordering of shelter supplies and equipment and ensure that appropriate quantities of all supplies are on hand at all times. Regularly inspect shelter property for needed repairs and maintenance and secures contractors as necessary to maintain buildings and grounds. Negotiate, prepare, and administer agreements with vendors.

Perform other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of County, state, and federal laws and administrative codes relating to area of assignment.

Thorough knowledge of modern principles and practices of management and supervision.

Knowledge of legal requirements, regulations, and laws applicable to assigned programs.

Knowledge in canine health, welfare, behavior, and care to include nutritional needs, resources for information and common canine diseases.

Skill in operating computers, printers, scanners, peripheral equipment, and using modern software, including Microsoft Office (word processing, database management, and spread sheets), and Apple Products such as iPad, iPhone, etc.

Ability to communicate effectively, both orally and in writing.

Ability to work independently as well as possessing the ability to work well in a team environment.

Ability to organize and prioritize in order to effectively work in a multi-task and busy work

environment with demands from multiple sources and projects. Efficiently work in a demanding and political environment.

Ability to establish and maintain a respected leadership role. Ability to effectively delegate authority while retaining control. Ability to promote cooperation.

Ability to build strong interpersonal relationship skills to include building alliances with community organizations and agencies, establishing and maintaining relationships with patrons, foundations, local businesses, and vendors.

Ability to perform euthanasia.

Ability to identify canine species, breeds, ages, and sexes. Ability to identify signs of canine illnesses and injuries.

Ability to have compassion for canines and their humane treatment.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work may be performed in the following environmental conditions:
    - constantly: in an office environment, in a kennel area, outdoor weather conditions, in an enclosed vehicle, and
    - frequently: in very hot or very cold weather, and exposed to contaminants, diseases, and infections.

- The noise level in the general work environment is loud with frequent exposure to animal sounds. Noise levels in the field can vary.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The person in this position must be able to

- spend the following amount of time in an activity:
    - constantly**:** talk or hear and use hands, fingers to handle or feel, or operate equipment or tools,
    - frequently**:** stand, walk, or sit for extended periods of time; climb, pull, push or balance, stoop, kneel, crouch, or crawl; reach with hands and arms.
- carry or transport items:
    - frequently: up to 50 pounds, and

  - occasionally: over 50 pounds, including large canines.
- have close vision (1- 20 inches) and have the ability to adjust focus.

EDUCATION AND EXPERIENCE:

Bachelor's degree and five years of supervisory experience in canine control or enforcement, or any combination of education and experience which would provide the applicant with the desired skills, knowledge and ability required to perform the job.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Washington State Driver's License.

Updated July 2017
June 2019
April 2024

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN GENERAL FUND, FUND NUMBER 0010, DEPARTMENT NUMBER 115 TO 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

L. Ivey

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: Non-Departmental to Animal Control

Dept Nbr: 115 to 137

Fund Name: General Fund

Fund Nbr: 0010

TRANSFER FROM: 115

TRANSFER TO: 137

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5116000	54931	Contingency	$311,250
TOTAL			$311,250

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5433010	51145	Canine Control Officer II	$35,000
5433010	51156	Canine Control Officer II	$35,000
5433010	51136	Canine Control Officer I	$8,500
5433010	51146	Canine Control Manager	$6,000
5433010	51925	Overtime	$10,000
5433010	52102	Social Security (FICA)	$7,230
5433010	52103	Medical Insurance	$35,304
5433010	52104	Retirement	$9,006
5433010	52105	Uniforms & Accessories	$3,000
5433010	52119	Paid Family Leave	$210
5433010	53101	Supplies	$3,000
5433010	53106	Operating Supplies	$4,000
5433010	53501	Minor Equipment & Small Tools	$20,000
5433010	54102	Contract Services	$20,000
5433010	54301	Travel	$2,000
5433010	54905	Training	$3,000
5943010	56403	Capital Vehicle	$110,000
TOTAL			$311,250

Explanation:

To allocate funding for the reorganization of the Canine Shelter/Animal Control. Effective 5/1/2024. 2 new Canine Control Officer II, Positions 51145 & 51156, Grade 10, Non-Barg. Canine Control Officer II is a current job classification; Canine Control Officer 1, Positon 51136, is currently partime, becomes a full time position, Grade 8 Non-Barg; Canine Control Supervisor, Position 51146, is changed to Canine Control Manager, Grade 2, Administration/Managers salary schedule. Additional supplies, services & capital requested for support reorganization & increase in staffing.

Prepared by: Linda Ivey

Date: 11-Apr-2024

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner