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 30, 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 23, 2024

Review Agenda

Public Comment

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

Consent Agenda

Auditor
- a. Accounts Payable ~ Check Posting List for 04/19/24
- b. Precinct Boundary Changes Due to State Voting Rights Challenge

Commissioners
- c. Line Item Transfer, Fund No. 0010, Dept. 115 to 116 for the Shoreline Master Plan Grant Funding
- d. Appointment of Bradyn Leyde to the Mid-Columbia Libraries Board of Trustees

Juvenile
- e. Contract w/Amy Campbell, LLC for Functional Family Therapy & Family Counseling Services

Public Works
- f. Line Item Transfer, Fund No. 1010, Dept. 500 to Move Funds for Purchase of Drone

Purchasing
- g. Contract w/Meier Enterprises, Inc. for Application of Private Well for the Rattlesnake Mountain Shooting Facility Training Center

Sheriff
- h. Purchase of Four Drones From Night Vision Outfitters, LLC

Scheduled Business
Request for Step Increase ~ E Eisinger

Agreement with Washington State Department of Commerce for the Premera Crisis Stabilization Grant ~ M Rasmussen

Presentation from the Benton Franklin Recovery Coalition ~ M Rasmussen

Other Business

Adjournment

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

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Minutes – Board of County Commissioners

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, April 23, 2024, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Jerome Delvin
Commissioner Michael Alvarez
Commissioner Will McKay
Deputy County Administrator Matt Rasmussen
Clerk of the Board Amanda Pearson

Absent: County Administrator Jerrod MacPherson (excused)

Benton County Employees Present During All or a Portion of the Meeting: Information Technologies Manager, Robert Heard; Human Resources Manager, Carlee Nave; Community Development Director, Greg Wendt; Clerk, Josie Delvin; Deputy Prosecuting Attorney, Ryan Brown; Treasurer, Ken Spencer; Robert Blain; Cristina Woods; Linda Ivey; Ryan Brown; Planning Manager, Michelle Mercer; Security Program Coordinator, Steve Caughey; Treasurer, Ken Spencer; Lt. Kasey Kist; Chief Deputy Treasurer, Kirsten Yniguez

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of April 16, 2024, were approved.

Review Agenda

Commissioner Alvarez motioned to amend the Consent Agenda pulling Roza Heights Water Association Franchise Renewal from Scheduled Business and adding it to the Consent Agenda as item “r”; due to the public hearing already being held on April 30th, 2019. Commissioner McKay seconded and upon vote, the motion passed.

Commissioner Delvin added an Executive Session for the Qualifications of a Candidate.

DRAFT

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. Payroll ~ Check Posting List for 04/05/24
b. Payroll ~ Check Posting List for 04/09/24
c. Accounts Payable ~ Check Posting List for 04/12/24
d. Payroll ~ Check Posting List for 04/15/24

Corrections
e. Contract with Chervenell Construction Company for the Jail Door System, Interview Area and Laundry Security Upgrade Project

Human Resources
f. Benton County Americans with Disabilities Act Policy
g. Rescinding Resolution No. 2024-0110 Authorization Relocation Expenses for Meagan Carmichael

Information Technology
h. Purchase of Three WebEx Room Bars for the Prosecuting Attorney's Office from Brahma Enterprises

Office of Public Defense
i. District Court Public Defense Services Agreement with Joseph White
j. District Court Public Defense Services Agreement with Yajaira Lujano

Public Works
k. Transfer of Funds, Fund No. 1010, Dept. No. 500 for Maintenance Worker I

Purchasing
l. Ratifying Change Order #2 with Banlin Construction, LLC for the Election Center Project
m. Ratifying Contract Change Order #2 with Central Washington Asphalt, Inc. for the Red Mt. Access Road Project
n. Contract with Central Washington Asphalt, Inc. for the BST and Edge Repair Project
o. Contract with Big D's Construction of Tri-Cities, Inc. for the Fairgrounds Clean Up Project
p. Amending Resolution 2024-252 with BnB Mechanical, LLC for On-Call Plumbing Maintenance and Repair Services
q. Agreement with Waxie's Enterprises, Inc. for Janitorial Supplies
r. Roza Heights Water Association Franchise Renewal

Public Comment

In Prosser, Ilene Alexander shared concerns regarding the difference between animal control and dangerous animal control. She also shared her concerns related to the county outgrowing the proposed changes to the Canine Shelter facilities.

In Prosser, Jim Atkins had questions regarding typed titles under signature lines, the Bonneville Power item on the agenda, as well as bi-county room tax related to housing. **Public Hearing**

Golden Gate Hop Ranches, Inc. Franchise Renewal
Civil Engineer, Cristina Woods

Benton County received an application for a Franchise Order and Agreement renewal for an irrigation water delivery system and all facilities from Golden Gate Hop Ranches, Inc.

DRAFT

In accordance with RCW 36.55.040 and RCW 36.55.050, a public hearing must be held to allow public comment to the proposed franchise agreement prior to the final determination of the Board of County Commissioners. Subsequent to the public hearing, the Board may, upon its finding that the franchise agreement is in the best interest of the County, enter into said agreement by resolution. The public hearing was advertised in the newspaper of record on April 10th and April 17th, 2024, in accordance with RCW 36.55.040, and a public hearing was held on April 23rd, 2024, in accordance with RCW 36.55.050.

Commissioner Delvin had questions relating to the process of these agreements.

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

MOTION: Commissioner Alvarez moved to approve the Franchise Order and Agreement with Golden Gate Hop Ranches, Inc. Commissioner McKay seconded and upon vote, the motion carried as presented.

The United States of America, Department of Energy, Bonneville Power Administration Franchise Renewal
Civil Engineer, Cristina Woods

Benton County received an application for a Franchise Order and Agreement renewal to place electrical transmission systems and facilities from The United States of America, acting by and through The United States of America Department of Energy, Bonneville Power Administration.

In accordance with RCW 36.55.040 and RCW 36.55.050, a public hearing must be held to allow public comment to the proposed franchise agreement prior to the final determination of the Board of County Commissioners. Subsequent to the public hearing, the Board may, upon its finding that the franchise agreement is in the best interest of the County, enter into said agreement by resolution. The public hearing was advertised in the newspaper of record on April 10th and April 17th, 2024, in accordance with RCW 36.55.040, and a public hearing was held on April 23rd, 2024, in accordance with RCW 36.55.050.

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

MOTION: Commissioner Alvarez moved to approve the Franchise Order and Agreement with the United States of America, acting by and through the United States of America Department of Energy, Bonneville Power Administration. Commissioner McKay seconded and upon vote, the motion carried as presented.

Desert Winds Wireless Franchise Renewal
Cristina Woods, Civil Engineer

Benton County received an application for a Franchise Order and Agreement renewal for conduit, data, and telecommunications equipment from Desert Winds Wireless.

In accordance with RCW 36.55.040 and RCW 36.55.050, a public hearing must be held to allow public comment to the proposed franchise agreement prior to the final determination of the Board of County Commissioners. Subsequent to the public hearing, the Board may, upon its finding that the franchise agreement is in the best interest of the County, enter into said agreement by resolution. The public hearing was advertised in the newspaper of record on April 10th and April

17th, 2024, in accordance with RCW 36.55.040, and a public hearing was held on April 23, 2024, in accordance with RCW 36.55.050.

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

MOTION: Commissioner Alvarez moved to approve the Franchise Order and Agreement with Desert Winds Wireless. Commissioner McKay seconded and upon vote, the motion carried as presented.

Scheduled Business

Contract Amendment No. 1 with Washington State Health Care Authority for Same Day Visit and Transportation Program at the Jail
Lt. Kasey Kist

Per Resolution 2023-636 the Board of Benton County Commissioners approved the grant award per Contract K6920 for the Same Day Visit and Transportation Program for individuals transitioning into the community for a contract amount not to exceed $292,000 and expiring June 30, 2024.

Attached is Amendment No. 1 for Contract K6920 to extend said contract to June 30, 2025, and increase the Same Day Visit & Transportation Program an additional $292,000 for the period of July 1, 2024, through June 30, 2025, with an overall contract amount not to exceed $584,000.

The Chief of Corrections believes this is a great program and recommends the Board of Commissioners approve the attached amendment as further outlined in the attached Contract K6920 Amendment No. 1.

MOTION: Commissioner Alvarez moved to approve the attached Contract K6920 Amendment No. 1 between Benton County and Washington State Health Care Authority extending the Same Day Visit and Transportation Program to June 30, 2025, for an overall contract amount not to exceed $584,000. Commissioner McKay seconded and upon vote, the motion carried as presented.

Potential Emergency Communications Sales Tax Discussion
Deputy County Administrator, Matt Rasmussen

Benton County is a founding member of the regional emergency communications system (BCES) currently managed by the City of Richland. The system provides the 911 call center and dispatches emergency services for all agencies within Benton and Franklin Counties.

The regional system suffers from aging infrastructure and deferred maintenance. This is largely due to the capital cost of the necessary improvements and the various agencies struggle to fund those on a regular basis. Some projects, such as replacing the failing microwave communication system, are moving forward, but there is more need for funding than several of the member agencies are able to come up with in the near term.

Funding for the system currently comes from the state authorized excise tax on communications systems and contributions from member agencies. A recent State study found that the current excise tax does not adequately fund emergency communications needs across the State. It appears that the State may be looking at increasing the excise tax though how much and what the timing of that decision is unknown.

Franklin County is discussing placing a measure on the November 2024 general election ballot to implement a new emergency communications sales tax (RCW 82.14.420). It is currently unclear at what rate Franklin County would propose such a tax, but the law authorizes up to 0.2%. Other member agencies are also discussing potential sources of revenue to adequately fund the emergency communications system. One item being discussed includes creating an emergency communications agency. This agency would operate independently (but receive direction from the member agencies) and have its own sources of revenue, which could include a regional sales tax to fund those services.

Discussion by the board provided more background and clarity on the history of how BCES has been previously funded and operated. They also shared their thoughts on how to move forward with the updating of the infrastructure.

The Commissioners gave consensus that they are not interested in floating a tax now.

The Energy Facility Site Evaluation Council (EFSEC) Horse Heaven Wind and Solar Farm Update

Planning Manager, Michelle Mercer; and Greg Wendt, Community Development Director

The Energy Facility Site Evaluation Council (EFSEC) began processing a Site Certification (ASC) application for the Horse Heaven Wind and Solar Farm on February 8, 2021.

The EFSEC made an official recommendation to the Governor at its regular monthly council meeting on April 17, 2024, about the Horse Heaven Wind and Solar Farm Project.

Planning Division staff provided an update and overview of that recommendation to the Board of County Commissioners.

Commissioner Alvarez had questions relating to the number of wind turbines being that it's unclear.

Other Business

Commissioner Alvarez shared that he will be speaking at the State of the Counties tomorrow. He also spoke about his concerns relating to program funding for the Office of Public Defense and commented on being proactive.

Commissioner Delvin shared updates on meetings he recently attended related to the Office of Public Defense change in caseloads, as well as an email he received regarding a taxpayer's assessment valuation.

Executive Session – Qualifications of a Candidate

The Board went into executive session at 9:55 a.m. for up to 5 minutes with Human Resources Manager Carlee Nave, and Director of Operations and Capital Assets Robert Blain. Also present were Matt Rasmussen and Amanda Pearson.

The Board came out at 10:00 a.m. No decisions were made in executive session.

MOTION: Commissioner Alvarez moved to approve the Salary Request for David Jonson. Commissioner McKay seconded and upon vote, the motion carried as presented.

DRAFT

Executive Session - Pending Litigation

The Board went into executive session at 10:00 a.m. for up to 20 minutes with Deputy Prosecuting Attorney Ryan Brown, Community Development Director Greg Wendt, Planning Manager Michelle Mercer, and Benton County's Attorney Kenneth Harper. Also present were Matt Rasmussen, and Amanda Pearson.

The Board came out at 10:20 a.m. No decisions were made in executive session.

The Board extended the executive session by an additional 10 mins at 10:23 am. The board came out at 10:34 am.

Payroll

Check Date: 4/5/2024

Payroll Checks
Total of all Funds: $3,133,142.68
Warrant #: 244398-244421
Direct Deposit #: 188307-188966

Payroll Draw Deductions/Transfers
Total of all Funds: $2,718,797.97
Taxes #: 873-879
ACH #: 1738-1748

Payroll Deduction Warrants
Total of all Funds: $108,093.44
Warrant #: 255625-255635

Check Date: 4/9/2024

Payroll Draw Deductions/Transfers
Total of all Funds: $ 5,107.27
ACH #: 1771-1772

Check Date: 4/15/2024

Payroll Checks
Total of all Funds: $ 127,744.35
Direct Deposit #: 188967-189112

Payroll Draw Deductions/Transfers
Total of all Funds: $ 22,950.63
ACH# 1793

Accounts Payable

Check Date: 4/12/2024

Warrants #: 255759-256021

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Total of all Funds: $1,648,761.31

EFT's #: 880-882
Transfers #: 1719-1720, 1722-1724, 1749, 1754, 1757-1762, 1764-1767, 1773-1774
Total of all funds: $39,947.29

Resolutions

2024-0282	Contract with Chervenell Construction Company for the Jail Door System, Interview Area and Laundry Security Upgrade Project
2024-0283	Benton County Americans with Disabilities Act Policy
2024-0284	Rescinding Resolution No. 2024-0110 Authorization Relocation Expenses for Meagan Carmichael
2024-0285	Purchase of Three WebEx Room Bars for the Prosecuting Attorney's Office from Brahma Enterprises
2024-0286	District Court Public Defense Services Agreement with Joseph White
2024-0287	District Court Public Defense Services Agreement with Yajaira Lujano
2024-0288	Transfer of Funds, Fund No. 1010, Dept. No. 500 for Maintenance Worker I
2024-0289	Ratifying Change Order #2 with Banlin Construction, LLC for the Election Center Project
2024-0290	Ratifying Contract Change Order #2 with Central Washington Asphalt, Inc. for the Red Mt. Access Road Project
2024-0291	Contract with Central Washington Asphalt, Inc. for the BST and Edge Repair Project
2024-0292	Contract with Big D's Construction of Tri-Cities, Inc. for the Fairgrounds Clean Up Project
2024-0293	Amending Resolution 2024-252 with BnB Mechanical, LLC for On-Call Plumbing Maintenance and Repair Services
2024-0294	Agreement with Waxie's Enterprises, Inc. for Janitorial Supplies
2024-0295	Franchise Order and Agreement with Roza Heights Water Association
2024-0296	Franchise Order and Agreement with Golden Gate Hop Ranches, Inc.
2024-0297	Franchise Order and Agreement with the United States of America, acting by and through the United States of America Department of Energy, Bonneville Power Administration
2024-0298	Franchise Order and Agreement with Desert Winds Wireless
2024-0299	Contract K6920 Amendment No. 1 between Benton County and Washington State Health Care Authority extending the Same Day Visit and Transportation Program

There being no further business before the Board, the meeting adjourned at approximately 10:34 a.m.

_____ _____

Clerk of the Board Chairman

DRAFT

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: 04/19/2024

Warrants # 256071-256186
Total of all Funds: $1,557,875.40

EFT # 883-885
Transfers # 1785-1792, 1800, 1802-1803
Total of all Funds: $60,013.68

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
256071	04/19/2024	PRTD	106005	1919 JAY ST LLC	04/12/2024		041924	2,500.00
				1919 JAY ST LLC	04/16/2024		041924	1,086.00
						CHECK	256071 TOTAL:	3,586.00
256072	04/19/2024	PRTD	105020	ABRAMS RESIDENTIAL PROPERTIES LLC	04/16/2024		041924	8,450.00
						CHECK	256072 TOTAL:	8,450.00
256073	04/19/2024	PRTD	105818	ACTENVIRO	03/31/2024		041924	13,394.85
						CHECK	256073 TOTAL:	13,394.85
256074	04/19/2024	PRTD	105493	AJJ PROPERTY SOLUTION LLC	04/11/2024		041924	1,990.00
						CHECK	256074 TOTAL:	1,990.00
256075	04/19/2024	PRTD	105493	AJJ PROPERTY SOLUTION LLC	04/11/2024		041924	995.00
						CHECK	256075 TOTAL:	995.00
256076	04/19/2024	PRTD	101346	AMERICANA APTS, INC.	04/15/2024		041924	45.00
				AMERICANA APTS, INC.	04/15/2024		041924	916.00
				AMERICANA APTS, INC.	04/15/2024		041924	916.00
						CHECK	256076 TOTAL:	1,877.00
256077	04/19/2024	PRTD	101346	AMERICANA APTS, INC.	04/15/2024		041924	916.00
						CHECK	256077 TOTAL:	916.00
256078	04/19/2024	PRTD	101377	ARAMARK CORRECTIONAL SVCS LLC	04/10/2024		041924	24,712.64
						CHECK	256078 TOTAL:	24,712.64
256079	04/19/2024	PRTD	101108	ARELLANO, CARLOS	04/15/2024		041924	925.00
				ARELLANO, CARLOS	04/15/2024		041924	925.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256079 TOTAL:	1,850.00
256080	04/19/2024	PRTD	101108	ARELLANO, CARLOS	04/15/2024		041924	925.00
						CHECK	256080 TOTAL:	925.00
256081	04/19/2024	PRTD	105837	ATLAS TECHNICAL CONSULTANTS LLC	04/11/2024		041924	115.00
						CHECK	256081 TOTAL:	115.00
256082	04/19/2024	PRTD	101557	B F COMMUNITY ACTION COMMITTEE	03/28/2024		041924	7,657.70
				B F COMMUNITY ACTION COMMITTEE	04/17/2024		041924	3,080.96
						CHECK	256082 TOTAL:	10,738.66
256083	04/19/2024	PRTD	101458	BASIN DISPOSAL INC	03/31/2024		041924	203.20
						CHECK	256083 TOTAL:	203.20
256084	04/19/2024	PRTD	101551	BENTON FRANKLIN HEALTH DIST. , EXP	04/15/2024		041924	1,500.00
						CHECK	256084 TOTAL:	1,500.00
256085	04/19/2024	PRTD	101535	BENTON PUD	04/10/2024		041924	39.69
				BENTON PUD	04/01/2024		041924	329.29
						CHECK	256085 TOTAL:	368.98
256086	04/19/2024	PRTD	100170	BREANNA ROSSMEISL	04/15/2024		041924	6,403.77
						CHECK	256086 TOTAL:	6,403.77
256087	04/19/2024	PRTD	101682	BWR HOLDINGS LLLP	04/15/2024		041924	10,218.07
						CHECK	256087 TOTAL:	10,218.07
256088	04/19/2024	PRTD	101895	C I INFORMATION MANAGEMENT	03/31/2024		041924	118.94
				C I INFORMATION MANAGEMENT	03/07/2024		041924	29.74

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		256088 TOTAL:	148.68
256089	04/19/2024	PRTD	105028	C K J T ARCHITECTS	04/01/2024		041924	7,268.00
					CHECK		256089 TOTAL:	7,268.00
256090	04/19/2024	PRTD	101750	CASCADE NATURAL GAS CORP	04/08/2024		041924	14.21
				CASCADE NATURAL GAS CORP	04/08/2024		041924	14.21
				CASCADE NATURAL GAS CORP	04/08/2024		041924	153.20
				CASCADE NATURAL GAS CORP	04/08/2024		041924	107.33
				CASCADE NATURAL GAS CORP	04/08/2024		041924	65.50
				CASCADE NATURAL GAS CORP	04/08/2024		041924	14.21
				CASCADE NATURAL GAS CORP	04/10/2024		041924	311.11
					CHECK		256090 TOTAL:	679.77
256091	04/19/2024	PRTD	101768	CELSKI & ASSOCIATES INC	04/09/2024		041924	825.00
				CELSKI & ASSOCIATES INC	04/17/2024		041924	3,225.00
					CHECK		256091 TOTAL:	4,050.00
256092	04/19/2024	PRTD	105879	CHANDLER A JONES	04/09/2024		041924	1,179.00
				CHANDLER A JONES	04/09/2024		041924	69.00
					CHECK		256092 TOTAL:	1,248.00
256093	04/19/2024	PRTD	101814	CINTAS CORPORATION	04/02/2024		041924	244.07
				CINTAS CORPORATION	04/09/2024		041924	159.85
					CHECK		256093 TOTAL:	403.92
256094	04/19/2024	PRTD	101823	CITY OF RICHLAND (Richland)	04/06/2024		041924	402.48
					CHECK		256094 TOTAL:	402.48

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256095	04/19/2024	PRTD	101825	CITY OF RICHLAND, C/O FINANCE DEPT	04/06/2024		041924	268.32
					CHECK		256095 TOTAL:	268.32
256096	04/19/2024	PRTD	101860	COLEMAN OIL COMPANY	04/15/2024		041924	1,586.17
				COLEMAN OIL COMPANY	04/15/2024		041924	331.83
				COLEMAN OIL COMPANY	04/15/2024		041924	36.87
				COLEMAN OIL COMPANY	04/15/2024		041924	157.56
				COLEMAN OIL COMPANY	04/15/2024		041924	40.80
				COLEMAN OIL COMPANY	03/31/2024		041924	238.82
					CHECK		256096 TOTAL:	2,392.05
256097	04/19/2024	PRTD	101918	CONNELL OIL INC	04/08/2024	24100122	041924	88.80
				CONNELL OIL INC	04/15/2024		041924	40.58
				CONNELL OIL INC	04/15/2024		041924	344.27
					CHECK		256097 TOTAL:	473.65
256098	04/19/2024	PRTD	101942	CORAL SALES COMPANY, HIGHWAY HARDWA	03/27/2024		041924	9,694.49
					CHECK		256098 TOTAL:	9,694.49
256099	04/19/2024	PRTD	106012	CROSSPOINTE ICG LLC	04/17/2024		041924	125.19
				CROSSPOINTE ICG LLC	04/17/2024		041924	1,585.00
					CHECK		256099 TOTAL:	1,710.19
256100	04/19/2024	PRTD	102045	DEATLEY CRUSHING COMPANY	04/10/2024		041924	763,976.19
					CHECK		256100 TOTAL:	763,976.19
256101	04/19/2024	PRTD	106070	DELICATE CHINESE TRANSLATIONS INC	04/05/2024		041924	200.00
					CHECK		256101 TOTAL:	200.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256102	04/19/2024	PRTD	106070	DELICATE CHINESE TRANSLATIONS INC	04/11/2024		041924	600.00
						CHECK	256102 TOTAL:	600.00
256103	04/19/2024	PRTD	102051	DELL MARKETING L.P., C/O DELL USA L	03/29/2024		041924	4,874.27
				DELL MARKETING L.P., C/O DELL USA L	04/10/2024		041924	2,418.95
						CHECK	256103 TOTAL:	7,293.22
256104	04/19/2024	PRTD	104081	DHIJ RENTALS	04/10/2024		041924	9,271.92
				DHIJ RENTALS	04/10/2024		041924	659.85
						CHECK	256104 TOTAL:	9,931.77
256105	04/19/2024	PRTD	102102	DIRECT AUTOMOTIVE DISTRIBUTING	03/21/2024		041924	-33.39
				DIRECT AUTOMOTIVE DISTRIBUTING	04/03/2024	24100116	041924	75.64
						CHECK	256105 TOTAL:	42.25
256106	04/19/2024	PRTD	102112	DLR GROUP INC	04/05/2024		041924	9,312.50
						CHECK	256106 TOTAL:	9,312.50
256107	04/19/2024	PRTD	102169	ED'S DISPOSAL, INC	03/31/2024		041924	82.12
						CHECK	256107 TOTAL:	82.12
256108	04/19/2024	PRTD	102400	GALLS, LLC	03/30/2024		041924	273.92
						CHECK	256108 TOTAL:	273.92
256109	04/19/2024	PRTD	102460	GOODWILL INDUSTRIES OF THE, COLUMBI	04/12/2024		041924	4,914.74
				GOODWILL INDUSTRIES OF THE, COLUMBI	04/12/2024		041924	10,164.48
				GOODWILL INDUSTRIES OF THE, COLUMBI	04/12/2024		041924	10,092.20
				GOODWILL INDUSTRIES OF THE, COLUMBI	04/16/2024		041924	2,400.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256109 TOTAL:	27,571.42
256110	04/19/2024	PRTD	102468	GOVCONNECTION, INC.	03/26/2024		041924	503.20
						CHECK	256110 TOTAL:	503.20
256111	04/19/2024	PRTD	102474	GRAINGER	03/19/2024		041924	163.63
						CHECK	256111 TOTAL:	163.63
256112	04/19/2024	PRTD	102485	GREEN DRAGON INVESTMENTS, LLC	04/10/2024		041924	72.00
						CHECK	256112 TOTAL:	72.00
256113	04/19/2024	PRTD	105599	H&L AUTO GLASS LLC	04/03/2024		041924	32.43
						CHECK	256113 TOTAL:	32.43
256114	04/19/2024	PRTD	105248	HILL INTERNATIONAL INC	04/11/2024		041924	7,230.32
				HILL INTERNATIONAL INC	04/10/2024		041924	1,762.72
						CHECK	256114 TOTAL:	8,993.04
256115	04/19/2024	PRTD	105781	HOLLENBERG LAW PLLC	04/10/2024		041924	1,925.00
						CHECK	256115 TOTAL:	1,925.00
256116	04/19/2024	PRTD	102644	HOUSING AUTHORITY, CITY OF KENNEWIC	04/10/2024		041924	7,638.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	04/16/2024		041924	5,207.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	04/16/2024		041924	63.45
						CHECK	256116 TOTAL:	12,908.45
256117	04/19/2024	PRTD	102744	IRRIGATION SPECIALISTS, INC	03/29/2024		041924	4,435.92
						CHECK	256117 TOTAL:	4,435.92
256118	04/19/2024	PRTD	102778	JIM'S PACIFIC GARAGES, INC	04/01/2024	24100114	041924	108.62

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256118 TOTAL:	108.62
256119	04/19/2024	PRTD	104935	KBT DISTRIBUTING LLC	03/27/2024		041924	10,974.69
						CHECK	256119 TOTAL:	10,974.69
256120	04/19/2024	PRTD	102826	KEEFE COMMISSARY NETWORK, LLC	04/10/2024		041924	4,954.62
				KEEFE COMMISSARY NETWORK, LLC	04/10/2024		041924	-110.52
				KEEFE COMMISSARY NETWORK, LLC	04/15/2024		041924	-41.03
						CHECK	256120 TOTAL:	4,803.07
256121	04/19/2024	PRTD	102925	LANGUAGE LINE SERVICES	03/31/2024		041924	175.97
						CHECK	256121 TOTAL:	175.97
256122	04/19/2024	PRTD	104799	LIH COLUMBIA PARK LP	04/16/2024		041924	473.00
						CHECK	256122 TOTAL:	473.00
256123	04/19/2024	PRTD	102954	LOU SOWERS PC	04/12/2024		041924	700.00
						CHECK	256123 TOTAL:	700.00
256124	04/19/2024	PRTD	104585	MARQUINA INVESTMENTS LLC	04/10/2024		041924	1,044.20
						CHECK	256124 TOTAL:	1,044.20
256125	04/19/2024	PRTD	103103	MARTIN BUSINESS SYSTEMS	04/02/2024		041924	212.43
						CHECK	256125 TOTAL:	212.43
256126	04/19/2024	PRTD	105218	MAXEYS INVESTORS MAXEYS RV AND MOBI	04/17/2024		041924	2,155.00
						CHECK	256126 TOTAL:	2,155.00
256127	04/19/2024	PRTD	103119	MEADOW PARK 155 LLC	04/15/2024		041924	1,425.81
						CHECK	256127 TOTAL:	1,425.81

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256128	04/19/2024	PRTD	103119	MEADOW PARK 155 LLC	04/15/2024		041924	600.00
						CHECK	256128 TOTAL:	600.00
256129	04/19/2024	PRTD	103131	MEIER ARCHITECTURE ENGINEERING	03/05/2024		041924	8,580.00
						CHECK	256129 TOTAL:	8,580.00
256130	04/19/2024	PRTD	103161	MIGHTY JOHNS PORTABLE TOILET , & S	04/08/2024		041924	140.00
				MIGHTY JOHNS PORTABLE TOILET , & S	04/08/2024		041924	119.00
				MIGHTY JOHNS PORTABLE TOILET , & S	04/08/2024		041924	119.00
				MIGHTY JOHNS PORTABLE TOILET , & S	04/08/2024		041924	119.00
				MIGHTY JOHNS PORTABLE TOILET , & S	04/08/2024		041924	259.00
						CHECK	256130 TOTAL:	756.00
256131	04/19/2024	PRTD	103175	MINUTEMAN PRESS OF KENNEWICK	04/08/2024		041924	71.79
						CHECK	256131 TOTAL:	71.79
256132	04/19/2024	PRTD	103069	MMEC ARCHITECTURE & INTERIORS , LLC	04/01/2024		041924	13,598.50
				MMEC ARCHITECTURE & INTERIORS , LLC	04/03/2024		041924	1,267.50
						CHECK	256132 TOTAL:	14,866.00
256133	04/19/2024	PRTD	103221	MUNICIPAL ONE LLC	04/10/2024		041924	9,500.00
						CHECK	256133 TOTAL:	9,500.00
256134	04/19/2024	PRTD	104891	NELLIE CHAVEZ	03/15/2024		041924	2,000.00
						CHECK	256134 TOTAL:	2,000.00
256135	04/19/2024	PRTD	106054	NICOLE D WADDLE	04/11/2024		041924	2,200.00
				NICOLE D WADDLE	04/11/2024		041924	1,100.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256135 TOTAL:	3,300.00
256136	04/19/2024	PRTD	103324	NORTHPOINT ASSOCIATES	04/12/2024		041924	45.00
						CHECK	256136 TOTAL:	45.00
256137	04/19/2024	PRTD	103320	NORTHSTAR CLEAN CONCEPTS HOTSY	04/08/2024		041924	240.67
						CHECK	256137 TOTAL:	240.67
256138	04/19/2024	PRTD	103376	O L LUTHER CO INC	04/02/2024		041924	368.93
				O L LUTHER CO INC	04/03/2024		041924	368.93
				O L LUTHER CO INC	04/08/2024		041924	366.51
				O L LUTHER CO INC	04/09/2024		041924	365.30
				O L LUTHER CO INC	04/11/2024		041924	367.72
				O L LUTHER CO INC	04/15/2024		041924	364.09
						CHECK	256138 TOTAL:	2,201.48
256139	04/19/2024	PRTD	106075	OHANA REI LLC	04/15/2024		041924	2,412.00
						CHECK	256139 TOTAL:	2,412.00
256140	04/19/2024	PRTD	106075	OHANA REI LLC	04/15/2024		041924	1,206.00
						CHECK	256140 TOTAL:	1,206.00
256141	04/19/2024	PRTD	103357	OMWBE, DEPARTMENT OF ENTERPRISE	02/27/2024		041924	4,292.32
						CHECK	256141 TOTAL:	4,292.32
256142	04/19/2024	PRTD	999999	Judy Andrews	03/27/2024		041924	4,500.00
						CHECK	256142 TOTAL:	4,500.00
256143	04/19/2024	PRTD	999999	Landmark Homes of WA INC	03/28/2024		041924	100.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256143 TOTAL:	100.00
256144	04/19/2024	PRTD	999999	STEVEN BENSON	04/15/2024		041924	14.09
						CHECK	256144 TOTAL:	14.09
256145	04/19/2024	PRTD	999999	Travis Park	04/16/2024		041924	4,224.50
						CHECK	256145 TOTAL:	4,224.50
256146	04/19/2024	PRTD	103393	ORCHARD HILLS APARTMENTS LLC	04/12/2024		041924	6,750.00
				ORCHARD HILLS APARTMENTS LLC	04/11/2024		041924	250.00
				ORCHARD HILLS APARTMENTS LLC	04/11/2024		041924	691.94
				ORCHARD HILLS APARTMENTS LLC	04/12/2024		041924	1,950.00
						CHECK	256146 TOTAL:	9,641.94
256147	04/19/2024	PRTD	103393	ORCHARD HILLS APARTMENTS LLC	04/11/2024		041924	1,850.00
						CHECK	256147 TOTAL:	1,850.00
256148	04/19/2024	PRTD	103483	PAPE' MACHINERY, INC	04/01/2024	24100126	041924	363.91
						CHECK	256148 TOTAL:	363.91
256149	04/19/2024	PRTD	105297	PARC 48 APARTMENTS	04/15/2024		041924	1,365.00
				PARC 48 APARTMENTS	04/15/2024		041924	132.58
				PARC 48 APARTMENTS	04/15/2024		041924	3,423.00
				PARC 48 APARTMENTS	04/15/2024		041924	280.41
						CHECK	256149 TOTAL:	5,200.99
256150	04/19/2024	PRTD	101770	PARK PELICAN ASSOCIATES LP	04/16/2024		041924	5,679.17
				PARK PELICAN ASSOCIATES LP	04/16/2024		041924	580.26
						CHECK	256150 TOTAL:	6,259.43

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256151	04/19/2024	PRTD	103500	PASCO TIRE FACTORY, INC	04/05/2024		041924	466.91
						CHECK	256151 TOTAL:	466.91
256152	04/19/2024	PRTD	106064	PETER T SMITH	04/12/2024		041924	665.00
						CHECK	256152 TOTAL:	665.00
256153	04/19/2024	PRTD	105987	POWELL AND GUNTER	04/16/2024		041924	1,628.34
						CHECK	256153 TOTAL:	1,628.34
256154	04/19/2024	PRTD	100824	PPC SOLUTIONS INC	03/31/2024		041924	1,491.69
				PPC SOLUTIONS INC	03/31/2024		041924	127.23
						CHECK	256154 TOTAL:	1,618.92
256155	04/19/2024	PRTD	100835	PRONTO PROCESS SERVICE	03/19/2024		041924	45.00
				PRONTO PROCESS SERVICE	03/04/2024		041924	30.00
				PRONTO PROCESS SERVICE	03/04/2024		041924	30.00
				PRONTO PROCESS SERVICE	03/11/2024		041924	30.00
				PRONTO PROCESS SERVICE	03/06/2024		041924	30.00
				PRONTO PROCESS SERVICE	03/29/2024		041924	30.00
				PRONTO PROCESS SERVICE	03/25/2024		041924	30.00
				PRONTO PROCESS SERVICE	03/07/2024		041924	45.00
				PRONTO PROCESS SERVICE	03/27/2024		041924	45.00
				PRONTO PROCESS SERVICE	03/28/2024		041924	60.00
						CHECK	256155 TOTAL:	375.00
256156	04/19/2024	PRTD	103665	QUADIENT FINANCE USA INC	03/18/2024		041924	2,878.34
						CHECK	256156 TOTAL:	2,878.34

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256157	04/19/2024	PRTD	103675	RAD CAB	04/10/2024		041924	18.00
						CHECK	256157 TOTAL:	18.00
256158	04/19/2024	PRTD	103684	RAINWATER, INC	04/01/2024		041924	16.22
				RAINWATER, INC	04/01/2024		041924	15.08
						CHECK	256158 TOTAL:	31.30
256159	04/19/2024	PRTD	103686	RAMON, BERTHA	04/05/2024		041924	8,850.00
						CHECK	256159 TOTAL:	8,850.00
256160	04/19/2024	PRTD	103748	RICHLAND MOBILE HOME PARK	04/11/2024		041924	4,075.00
						CHECK	256160 TOTAL:	4,075.00
256161	04/19/2024	PRTD	103755	RICOH USA, INC	03/01/2024		041924	25.64
				RICOH USA, INC	04/01/2024		041924	1,017.00
				RICOH USA, INC	04/09/2024		041924	55.53
				RICOH USA, INC	04/08/2024		041924	52.68
				RICOH USA, INC	03/08/2024		041924	438.71
				RICOH USA, INC	04/09/2024		041924	438.71
				RICOH USA, INC	04/09/2024		041924	53.12
				RICOH USA, INC	04/09/2024		041924	1,624.68
				RICOH USA, INC	03/01/2024		041924	212.11
						CHECK	256161 TOTAL:	3,918.18
256162	04/19/2024	PRTD	106028	RMHP LLC	04/11/2024		041924	5,200.00
						CHECK	256162 TOTAL:	5,200.00
256163	04/19/2024	PRTD	103856	SANTIAGO COUNTRY ESTATES VIEW	04/10/2024		041924	2,600.00
				SANTIAGO COUNTRY ESTATES VIEW	04/10/2024		041924	525.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				SANTIAGO COUNTRY ESTATES VIEW	04/10/2024		041924	975.00
						CHECK	256163 TOTAL:	4,100.00
256164	04/19/2024	PRTD	105737	SEASONS HOUSING	04/11/2024		041924	1,267.00
				SEASONS HOUSING	04/10/2024		041924	1,267.00
				SEASONS HOUSING	04/10/2024		041924	1,267.00
				SEASONS HOUSING	04/10/2024		041924	1,267.00
				SEASONS HOUSING	04/10/2024		041924	1,267.00
				SEASONS HOUSING	04/11/2024		041924	1,267.00
				SEASONS HOUSING	04/11/2024		041924	1,267.00
				SEASONS HOUSING	04/11/2024		041924	1,267.00
				SEASONS HOUSING	04/11/2024		041924	1,267.00
						CHECK	256164 TOTAL:	11,403.00
256165	04/19/2024	PRTD	105945	SHELLY HANSEN LLC	04/01/2024		041924	75.00
						CHECK	256165 TOTAL:	75.00
256166	04/19/2024	PRTD	103912	SHI INTERNATIONAL CORP	03/20/2024		041924	384,643.89
						CHECK	256166 TOTAL:	384,643.89
256167	04/19/2024	PRTD	103926	SILVER CREEK APARTMENTS	04/11/2024		041924	153.48
				SILVER CREEK APARTMENTS	04/11/2024		041924	2,935.39
						CHECK	256167 TOTAL:	3,088.87
256168	04/19/2024	PRTD	103942	SKONE IRRIGATION, INC	03/30/2024		041924	627.74
						CHECK	256168 TOTAL:	627.74
256169	04/19/2024	PRTD	104027	STAPLES	04/11/2024		041924	115.30

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256169 TOTAL:	115.30
256170	04/19/2024	PRTD	104029	STAPLES ADVANTAGE	03/31/2024		041924	77.14
				STAPLES ADVANTAGE	03/31/2024		041924	163.19
				STAPLES ADVANTAGE	03/31/2024		041924	166.94
				STAPLES ADVANTAGE	03/31/2024		041924	12.84
						CHECK	256170 TOTAL:	420.11
256171	04/19/2024	PRTD	103909	STARLITE MOTEL	04/12/2024		041924	975.00
						CHECK	256171 TOTAL:	975.00
256172	04/19/2024	PRTD	104038	STATE AUDITOR, LEGISLATIVE BUILDING	04/09/2024		041924	16,399.89
						CHECK	256172 TOTAL:	16,399.89
256173	04/19/2024	PRTD	104039	STATE OF WASHINGTON, DEPT. OF LICEN	03/31/2024		041924	.76
						CHECK	256173 TOTAL:	.76
256174	04/19/2024	PRTD	104053	STERICYCLE, INC.	04/05/2024		041924	108.70
						CHECK	256174 TOTAL:	108.70
256175	04/19/2024	PRTD	104059	STONEGATE APARTMENTS	04/16/2024		041924	3,103.20
						CHECK	256175 TOTAL:	3,103.20
256176	04/19/2024	PRTD	104116	TAHITIAN MOTOR INN	04/12/2024		041924	1,224.60
				TAHITIAN MOTOR INN	04/12/2024		041924	372.75
				TAHITIAN MOTOR INN	04/17/2024		041924	745.50
						CHECK	256176 TOTAL:	2,342.85
256177	04/19/2024	PRTD	105751	TANGLEWOOD APARTMENTS	04/12/2024		041924	1,743.35

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256177 TOTAL:	1,743.35
256178	04/19/2024	PRTD	104841	TANYA LOGSTON	04/15/2024		041924	8,545.90
						CHECK	256178 TOTAL:	8,545.90
256179	04/19/2024	PRTD	105606	WENDOVER APARTMENTS	04/16/2024		041924	4,050.00
				WENDOVER APARTMENTS	04/16/2024		041924	219.00
						CHECK	256179 TOTAL:	4,269.00
256180	04/19/2024	PRTD	105995	THE TOWNS ON FALLON LLC	04/16/2024		041924	2,000.00
						CHECK	256180 TOTAL:	2,000.00
256181	04/19/2024	PRTD	103061	VBT MCMURRAY PARK LLC	04/10/2024		041924	449.00
				VBT MCMURRAY PARK LLC	04/16/2024		041924	2,286.00
						CHECK	256181 TOTAL:	2,735.00
256182	04/19/2024	PRTD	103061	VBT MCMURRAY PARK LLC	04/10/2024		041924	300.00
						CHECK	256182 TOTAL:	300.00
256183	04/19/2024	PRTD	103061	VBT MCMURRAY PARK LLC	04/16/2024		041924	163.00
						CHECK	256183 TOTAL:	163.00
256184	04/19/2024	PRTD	104417	WASHINGTON COUNTIES RISK POOL	03/31/2024		041924	2,036.34
				WASHINGTON COUNTIES RISK POOL	03/31/2024		041924	3,555.00
				WASHINGTON COUNTIES RISK POOL	03/31/2024		041924	5,238.82
						CHECK	256184 TOTAL:	10,830.16
256185	04/19/2024	PRTD	104470	WASHINGTON STATE PATROL, BUDGET AND	03/15/2024		041924	200.00
						CHECK	256185 TOTAL:	200.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256186	04/19/2024	PRTD	105875	YENFANG AMY TUNG	04/14/2024		041924	360.00
						CHECK	256186 TOTAL:	360.00
				NUMBER OF CHECKS 116			*** CASH ACCOUNT TOTAL ***	1,557,875.40

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	116	1,557,875.40

*** GRAND TOTAL *** 1,557,875.40

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 3045									
APP HS850000-21340					Vouchers Payable			146,911.45	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120					AP Check Claims Clearing				1,557,875.40
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340					Vouchers Payable			23,886.13	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340					Vouchers Payable			76,993.34	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			186.79	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP HH850000-21340					Vouchers Payable			39,655.38	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			10,218.07	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340					Vouchers Payable			26,546.55	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340					Vouchers Payable			368.66	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			12,318.28	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340					Vouchers Payable			4,691.06	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			780,612.14	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP CS850000-21340					Vouchers Payable			2,418.95	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP JD850000-21340					Vouchers Payable			4,385.94	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP CJ850000-21340					Vouchers Payable			2,276.73	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			7,230.32	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP PD850000-21340					Vouchers Payable			4,435.92	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340					Vouchers Payable			4,803.07	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			397,487.54	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			12,449.08	
04/19/2024 041924		041924			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			1,557,875.40	1,557,875.40
APP 99900000-81080					Due To Human Services			146,911.45	
04/19/2024 041924		041924							
APP HS810000-11110					Cash Equity				146,911.45

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
	04/19/2024	041924	041924							
APP 99900000-81550	04/19/2024	041924	041924			Due To Solid Waste Collection			23,886.13	
APP SW810000-11110	04/19/2024	041924	041924			Cash Equity				23,886.13
APP 99900000-80010	04/19/2024	041924	041924			Due To General Fund			76,993.34	
APP GF001000-11110	04/19/2024	041924	041924			Cash Equity				76,993.34
APP 99900000-81480	04/19/2024	041924	041924			Due To Public Safety Tax Fund			186.79	
APP PS810000-11110	04/19/2024	041924	041924			Cash Equity				186.79
APP 99900000-81540	04/19/2024	041924	041924			Due To Homeless Hsng & Assistn			39,655.38	
APP HH810000-11110	04/19/2024	041924	041924			Cash Equity				39,655.38
APP 99900000-81110	04/19/2024	041924	041924			Due To Election Reserve			10,218.07	
APP EL100000-11110	04/19/2024	041924	041924			Cash Equity				10,218.07
APP 99900000-83050	04/19/2024	041924	041924			Due To Capital Projects			26,546.55	
APP CP810000-11110	04/19/2024	041924	041924			Cash Equity				26,546.55
APP 99900000-81240	04/19/2024	041924	041924			Due To Fairgrounds Oper Budget			368.66	
APP FG810000-11110	04/19/2024	041924	041924			Cash Equity				368.66
APP 99900000-85010	04/19/2024	041924	041924			Due To Equipment Rental & Rev			12,318.28	
APP ER810000-11110	04/19/2024	041924	041924			Cash Equity				12,318.28
APP 99900000-81490	04/19/2024	041924	041924			Due To Protective Insp Srvs Fd			4,691.06	
APP BU810000-11110	04/19/2024	041924	041924			Cash Equity				4,691.06
APP 99900000-81010	04/19/2024	041924	041924			Due To County Road			780,612.14	
APP RD810000-11110	04/19/2024	041924	041924			Cash Equity				780,612.14
APP 99900000-81320	04/19/2024	041924	041924			Due To Central Services Replac			2,418.95	
APP CS810000-11110	04/19/2024	041924	041924			Cash Equity				2,418.95
APP 99900000-81420	04/19/2024	041924	041924			Due To Jail Depreciation Reser			4,385.94	
APP JD810000-11110	04/19/2024	041924	041924			Cash Equity				4,385.94

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 99900000-81330 04/19/2024	041924	041924			Due To 1/10% Cj Jail-Juvenile		2,276.73	
APP CJ810000-11110 04/19/2024	041924	041924			Cash Equity			2,276.73
APP 99900000-81600 04/19/2024	041924	041924			Due To Behavioral Health		7,230.32	
APP BHF81000-11110 04/19/2024	041924	041924			Cash Equity			7,230.32
APP 99900000-81100 04/19/2024	041924	041924			Due To Park Development		4,435.92	
APP PD810000-11110 04/19/2024	041924	041924			Cash Equity			4,435.92
APP 99900000-81160 04/19/2024	041924	041924			Due To Inmate Benevolence Fund		4,803.07	
APP IB810000-11110 04/19/2024	041924	041924			Cash Equity			4,803.07
APP 99900000-85020 04/19/2024	041924	041924			Due To Central Services		397,487.54	
APP IT810000-11110 04/19/2024	041924	041924			Cash Equity			397,487.54
APP 99900000-85040 04/19/2024	041924	041924			Due To Insurance Management		12,449.08	
APP IM810000-11110 04/19/2024	041924	041924			Cash Equity			12,449.08
					SYSTEM GENERATED ENTRIES TOTAL		1,557,875.40	1,557,875.40
					JOURNAL 2024/04/3045 TOTAL		3,115,750.80	3,115,750.80

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	4	3045	04/19/2024			
GF001000-11110				Cash Equity			76,993.34
GF005000-21340				Vouchers Payable		76,993.34	
					FUND TOTAL	76,993.34	76,993.34
1010 County Road	2024	4	3045	04/19/2024			
RD810000-11110				Cash Equity			780,612.14
RD850000-21340				Vouchers Payable		780,612.14	
					FUND TOTAL	780,612.14	780,612.14
1080 Human Services	2024	4	3045	04/19/2024			
HS810000-11110				Cash Equity			146,911.45
HS850000-21340				Vouchers Payable		146,911.45	
					FUND TOTAL	146,911.45	146,911.45
1100 Park Development	2024	4	3045	04/19/2024			
PD810000-11110				Cash Equity			4,435.92
PD850000-21340				Vouchers Payable		4,435.92	
					FUND TOTAL	4,435.92	4,435.92
1110 Election Reserve	2024	4	3045	04/19/2024			
EL100000-11110				Cash Equity			10,218.07
EL500000-21340				Vouchers Payable		10,218.07	
					FUND TOTAL	10,218.07	10,218.07
1160 Inmate Benevolence Fund	2024	4	3045	04/19/2024			
IB810000-11110				Cash Equity			4,803.07
IB850000-21340				Vouchers Payable		4,803.07	
					FUND TOTAL	4,803.07	4,803.07
1240 Event Center	2024	4	3045	04/19/2024			
FG810000-11110				Cash Equity			368.66
FG850000-21340				Vouchers Payable		368.66	
					FUND TOTAL	368.66	368.66
1320 Central Services Replacement	2024	4	3045	04/19/2024			
CS810000-11110				Cash Equity			2,418.95
CS850000-21340				Vouchers Payable		2,418.95	
					FUND TOTAL	2,418.95	2,418.95
1330 1/10% Cj Jail-Juvenile	2024	4	3045	04/19/2024			

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
CJ810000-11110					Cash Equity			2,276.73
CJ850000-21340					Vouchers Payable		2,276.73	
						FUND TOTAL	2,276.73	2,276.73
1420 Jail Depreciation Reserve	2024	4	3045	04/19/2024				
JD810000-11110					Cash Equity			4,385.94
JD850000-21340					Vouchers Payable		4,385.94	
						FUND TOTAL	4,385.94	4,385.94
1480 Public Safety Tax Fund	2024	4	3045	04/19/2024				
PS810000-11110					Cash Equity			186.79
PS850000-21340					Vouchers Payable		186.79	
						FUND TOTAL	186.79	186.79
1490 Protective Inspection Srvs Fnd	2024	4	3045	04/19/2024				
BU810000-11110					Cash Equity			4,691.06
BU850000-21340					Vouchers Payable		4,691.06	
						FUND TOTAL	4,691.06	4,691.06
1540 Homeless Housing And Assistnce	2024	4	3045	04/19/2024				
HH810000-11110					Cash Equity			39,655.38
HH850000-21340					Vouchers Payable		39,655.38	
						FUND TOTAL	39,655.38	39,655.38
1550 Solid Waste Collection Fund	2024	4	3045	04/19/2024				
SW810000-11110					Cash Equity			23,886.13
SW850000-21340					Vouchers Payable		23,886.13	
						FUND TOTAL	23,886.13	23,886.13
1600 Behavioral Health	2024	4	3045	04/19/2024				
BHF81000-11110					Cash Equity			7,230.32
BHF85000-21340					Vouchers Payable		7,230.32	
						FUND TOTAL	7,230.32	7,230.32
3050 Capital Projects	2024	4	3045	04/19/2024				
CP810000-11110					Cash Equity			26,546.55
CP850000-21340					Vouchers Payable		26,546.55	
						FUND TOTAL	26,546.55	26,546.55
5010 Equipment Rental & Revolving	2024	4	3045	04/19/2024				
ER810000-11110					Cash Equity			12,318.28

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
ER850000-21340					Vouchers Payable		12,318.28	
						FUND TOTAL	12,318.28	12,318.28
5020 Central Services	2024	4	3045	04/19/2024				
IT810000-11110					Cash Equity			397,487.54
IT850000-21340					Vouchers Payable		397,487.54	
						FUND TOTAL	397,487.54	397,487.54
5040 Insurance Management	2024	4	3045	04/19/2024				
IM810000-11110					Cash Equity			12,449.08
IM850000-21340					Vouchers Payable		12,449.08	
						FUND TOTAL	12,449.08	12,449.08
9999 Treasurers Pooled Cash	2024	4	3045	04/19/2024				
99900000-11120					AP Check Claims Clearing			1,557,875.40
99900000-80010					Due To General Fund		76,993.34	
99900000-81010					Due To County Road		780,612.14	
99900000-81080					Due To Human Services		146,911.45	
99900000-81100					Due To Park Development		4,435.92	
99900000-81110					Due To Election Reserve		10,218.07	
99900000-81160					Due To Inmate Benevolence Fund		4,803.07	
99900000-81240					Due To Fairgrounds Oper Budget		368.66	
99900000-81320					Due To Central Services Replac		2,418.95	
99900000-81330					Due To 1/10% Cj Jail-Juvenile		2,276.73	
99900000-81420					Due To Jail Depreciation Reser		4,385.94	
99900000-81480					Due To Public Safety Tax Fund		186.79	
99900000-81490					Due To Protective Insp Srvs Fd		4,691.06	
99900000-81540					Due To Homeless Hsng & Assistn		39,655.38	
99900000-81550					Due To Solid Waste Collection		23,886.13	
99900000-81600					Due To Behavioral Health		7,230.32	
99900000-83050					Due To Capital Projects		26,546.55	
99900000-85010					Due To Equipment Rental & Rev		12,318.28	
99900000-85020					Due To Central Services		397,487.54	
99900000-85040					Due To Insurance Management		12,449.08	
						FUND TOTAL	1,557,875.40	1,557,875.40

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		76,993.34
1010	County Road		780,612.14
1080	Human Services		146,911.45
1100	Park Development		4,435.92
1110	Election Reserve		10,218.07
1160	Inmate Benevolence Fund		4,803.07
1240	Event Center		368.66
1320	Central Services Replacement		2,418.95
1330	1/10% Cj Jail-Juvenile		2,276.73
1420	Jail Depreciation Reserve		4,385.94
1480	Public Safety Tax Fund		186.79
1490	Protective Inspection Srvs Fnd		4,691.06
1540	Homeless Housing And Assistnce		39,655.38
1550	Solid Waste Collection Fund		23,886.13
1600	Behavioral Health		7,230.32
3050	Capital Projects		26,546.55
5010	Equipment Rental & Revolving		12,318.28
5020	Central Services		397,487.54
5040	Insurance Management		12,449.08
9999	Treasurers Pooled Cash	1,557,875.40	
	TOTAL	1,557,875.40	1,557,875.40

** 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
883	04/19/2024	EFT	101382	ARMIJO, ANA	04/01/2024		041924E	6,175.00
						CHECK	883 TOTAL:	6,175.00
884	04/19/2024	EFT	101872	COLUMBIA BASIN INTERPRETING, TRANSL	04/01/2024		041924E	4,562.50
						CHECK	884 TOTAL:	4,562.50
885	04/19/2024	EFT	102812	K & H INTEGRATED PRINT, SOLUTIONS	04/15/2024		041924E	1,264.20
						CHECK	885 TOTAL:	1,264.20

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 12,001.70

	COUNT	AMOUNT
TOTAL EFT'S	3	12,001.70

*** GRAND TOTAL *** 12,001.70

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 3048				
APP GF005000-21340	Vouchers Payable		10,737.50	
04/19/2024 041924E 041924	AP CASH DISBURSEMENTS JOURNAL			
APP 99900000-11121	AP Wire Clearing			12,001.70
04/19/2024 041924E 041924	AP CASH DISBURSEMENTS JOURNAL			
APP EL500000-21340	Vouchers Payable		1,264.20	
04/19/2024 041924E 041924	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		12,001.70	12,001.70
APP 99900000-80010	Due To General Fund		10,737.50	
04/19/2024 041924E 041924				
APP GF001000-11110	Cash Equity			10,737.50
04/19/2024 041924E 041924				
APP 99900000-81110	Due To Election Reserve		1,264.20	
04/19/2024 041924E 041924				
APP EL100000-11110	Cash Equity			1,264.20
04/19/2024 041924E 041924				
	SYSTEM GENERATED ENTRIES TOTAL		12,001.70	12,001.70
	JOURNAL 2024/04/3048 TOTAL		24,003.40	24,003.40

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	4	3048	04/19/2024			
GF001000-11110				Cash Equity			10,737.50
GF005000-21340				Vouchers Payable		10,737.50	
					FUND TOTAL	10,737.50	10,737.50
1110 Election Reserve	2024	4	3048	04/19/2024			
EL100000-11110				Cash Equity			1,264.20
EL500000-21340				Vouchers Payable		1,264.20	
					FUND TOTAL	1,264.20	1,264.20
9999 Treasurers Pooled Cash	2024	4	3048	04/19/2024			
99900000-11121				AP Wire Clearing			12,001.70
99900000-80010				Due To General Fund		10,737.50	
99900000-81110				Due To Election Reserve		1,264.20	
					FUND TOTAL	12,001.70	12,001.70

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		10,737.50
1110 Election Reserve		1,264.20
9999 Treasurers Pooled Cash	12,001.70	
TOTAL	12,001.70	12,001.70

** 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
1785	04/19/2024	WIRE	101529 B C WORKMANS COMP	03/07/2024			5,218.33
					CHECK	1785 TOTAL:	5,218.33
1788	04/19/2024	WIRE	101046 B C MEALS	04/14/2024			300.95
					CHECK	1788 TOTAL:	300.95
1789	04/19/2024	WIRE	101046 B C MEALS	04/08/2024			90.95
					CHECK	1789 TOTAL:	90.95
1790	04/19/2024	WIRE	101046 B C MEALS	04/08/2024			90.95
					CHECK	1790 TOTAL:	90.95
1791	04/19/2024	WIRE	101046 B C MEALS	04/08/2024			90.95
					CHECK	1791 TOTAL:	90.95
1792	04/19/2024	WIRE	101046 B C MEALS	04/08/2024			90.95
					CHECK	1792 TOTAL:	90.95
1800	04/19/2024	WIRE	101529 B C WORKMANS COMP	04/15/2024			41,102.44
					CHECK	1800 TOTAL:	41,102.44
1802	04/19/2024	WIRE	101046 B C MEALS	04/16/2024			190.95
					CHECK	1802 TOTAL:	190.95
1803	04/19/2024	WIRE	101046 B C MEALS	04/11/2024			125.95
					CHECK	1803 TOTAL:	125.95

NUMBER OF CHECKS	9	*** CASH ACCOUNT TOTAL ***	47,302.42

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	9	47,302.42

*** GRAND TOTAL ***	47,302.42

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 3046									
APP WC850000-21340					Vouchers Payable			46,320.77	
04/19/2024	CASH DISB	041924			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100					Main Checking				47,302.42
04/19/2024	CASH DISB	041924			AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340					Vouchers Payable			491.90	
04/19/2024	CASH DISB	041924			AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			363.80	
04/19/2024	CASH DISB	041924			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			125.95	
04/19/2024	CASH DISB	041924			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			47,302.42	47,302.42
APP 99900000-85030					Due To Workmens Compensation			46,320.77	
04/19/2024	CASH DISB	041924							
APP WC810000-11110					Cash Equity				46,320.77
04/19/2024	CASH DISB	041924							
APP 99900000-80010					Due To General Fund			491.90	
04/19/2024	CASH DISB	041924							
APP GF001000-11110					Cash Equity				491.90
04/19/2024	CASH DISB	041924							
APP 99900000-81010					Due To County Road			363.80	
04/19/2024	CASH DISB	041924							
APP RD810000-11110					Cash Equity				363.80
04/19/2024	CASH DISB	041924							
APP 99900000-81150					Due To Juvenile Center			125.95	
04/19/2024	CASH DISB	041924							
APP JC810000-11110					Cash Equity				125.95
04/19/2024	CASH DISB	041924							
					SYSTEM GENERATED ENTRIES TOTAL			47,302.42	47,302.42
					JOURNAL 2024/04/3046 TOTAL			94,604.84	94,604.84

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	4	3046	04/19/2024				
GF001000-11110					Cash Equity			491.90
GF005000-21340					Vouchers Payable		491.90	
						FUND TOTAL	491.90	491.90
1010 County Road	2024	4	3046	04/19/2024				
RD810000-11110					Cash Equity			363.80
RD850000-21340					Vouchers Payable		363.80	
						FUND TOTAL	363.80	363.80
1150 Juvenile Center	2024	4	3046	04/19/2024				
JC810000-11110					Cash Equity			125.95
JC850000-21340					Vouchers Payable		125.95	
						FUND TOTAL	125.95	125.95
5030 Workmens Compensation	2024	4	3046	04/19/2024				
WC810000-11110					Cash Equity			46,320.77
WC850000-21340					Vouchers Payable		46,320.77	
						FUND TOTAL	46,320.77	46,320.77
9999 Treasurers Pooled Cash	2024	4	3046	04/19/2024				
99900000-11100					Main Checking			47,302.42
99900000-80010					Due To General Fund		491.90	
99900000-81010					Due To County Road		363.80	
99900000-81150					Due To Juvenile Center		125.95	
99900000-85030					Due To Workmens Compensation		46,320.77	
						FUND TOTAL	47,302.42	47,302.42

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		491.90
1010 County Road		363.80
1150 Juvenile Center		125.95
5030 Workmens Compensation		46,320.77
9999 Treasurers Pooled Cash	47,302.42	
TOTAL	47,302.42	47,302.42

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CASH ACCOUNT: 99900000 11124 Federal Tax

CHECK NO	CHK DATE	TYPE	VENDOR NAME		INV DATE	PO	CHECK	NET
1786	04/19/2024	WIRE	104483 WA ST DEPT OF RET SYS	LEOFF 2	04/10/2024			695.82
							CHECK 1786 TOTAL:	695.82
1787	04/19/2024	WIRE	104483 WA ST DEPT OF RET SYS	LEOFF 2	04/10/2024			13.74
							CHECK 1787 TOTAL:	13.74
				NUMBER OF CHECKS 2			*** CASH ACCOUNT TOTAL ***	709.56

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	2	709.56

*** GRAND TOTAL *** 709.56

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 3047									
APP GF005000-21340					Vouchers Payable			709.56	
04/19/2024	CASH DISB	041924			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11124					Federal Tax				709.56
04/19/2024	CASH DISB	041924			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			709.56	709.56
APP 99900000-80010					Due To General Fund			709.56	
04/19/2024	CASH DISB	041924							
APP GF001000-11110					Cash Equity				709.56
04/19/2024	CASH DISB	041924							
					SYSTEM GENERATED ENTRIES TOTAL			709.56	709.56
					JOURNAL 2024/04/3047 TOTAL			1,419.12	1,419.12

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	4	3047	04/19/2024			
GF001000-11110				Cash Equity			709.56
GF005000-21340				Vouchers Payable		709.56	
					FUND TOTAL	709.56	709.56
9999 Treasurers Pooled Cash	2024	4	3047	04/19/2024			
99900000-11124				Federal Tax			709.56
99900000-80010				Due To General Fund		709.56	
					FUND TOTAL	709.56	709.56

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		709.56
9999 Treasurers Pooled Cash	709.56	
TOTAL	709.56	709.56

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 30, 2024
Subject:	PRECINCT BOUNDARY CHANGES DUE TO STATE VOTING RIGHTS CHALLENGE
Presenter:	
Prepared By:	Amanda Hatfield
Reviewed By:	Lorene Roe

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 legislative district maps that were drawn by the Redistricting Commission were challenged in court for violation of the Voting Rights Act. On August 10, 2023, the district court held that Legislative District 15 violates Section 2 of the Voting Rights Act. Within that ruling, new maps were to be transmitted to the WA State Office of the Secretary of State (OSOS) by March 25, 2024. The initial maps were immediately appealed and were seeking an emergency stay with the United States Supreme Court. On April 2, 2024, the United States Supreme Court denied the emergency motion. This decision means the remedial map 3B (attached) is in effect.

Fiscal Impact

0

Recommendation

The OSOS Elections Division, did some initial review of the proposed lines and identified 525,689 people (i.e. population -- not voters) in 12 counties across Washington will have a change in legislative representation under the new legislative district boundaries. Those counites are Adams, Benton, Chelan, Clark, Douglas, Franklin, Grant, King, Klickitat, Pierce, Thurston, Yakima. Additionally, elected state senators in the 12th, 14th, and 15th legislative districts will no longer reside in those districts. This action will also create a few new precincts within Benton County.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CHANGING PRECINCT BOUNDARIES IN CONJUNCTION WITH COURT ORDER FROM STATE VOTING RIGHTS ACT CHALLENGE

WHEREAS, Washington State submitted to Benton County legislative district maps that were drawn by the Redistricting Commission which were challenged in court for violation of the Voting Rights Act; and

WHEREAS, on August 10, 2023, the district court held that Legislative District 15 violates Section 2 of the Voting Rights Act. Within that ruling, new maps were to be transmitted to the WA State Secretary of State (OSOS) by March 25, 2024. The initial maps were immediately appealed and were seeking an emergency stay with the United States Supreme Court; and

WHEREAS, on April 2, 2024, the United States Supreme Court denied the emergency motion. This decision means the remedial map 3B (attached) is in effect. Benton County will now have a portion of Legislative District 14 within its boundaries; and

WHEREAS, the Benton County Auditor- Election Division, GIS and Office of the Secretary of State worked to identify precincts that need modification, and addition of new precincts pursuant to RCW 29A.16; **NOW, THEREFORE,**

BE IT RESOLVED, the following precinct updates in Benton County are modified and updated as listed in attached Exhibit A; and

BE IT RESOLVED, the precinct updates in Benton County will be effective May 2, 2024.

Dated this ___ day of _____, 20___

Chairman of the Board

Chairman Pro Tem

Commissioner

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

Constituting the Board of County Commissioners of Benton County, Washington

Orig: A. Hatfield L. Roe
cc: B. Chilton, L. Roe

Appendix A

Changes Needed Due to New Legislative District Lines:

Legislative District 8/Legislative District 14 boundaries

Transfer western tip of 5626 (within new Legislative District 8 and Kennewick Urban Growth Area) to precinct 5602 (split 5602.1)

Split precinct 1420 along new Legislative District line - attach Legislative District 14 portion to 5626 (Legislative District 14 part of split 1420.3 merged into 5626.2; Legislative District 14 part of 1420.1 becomes 5626.3)

Split precinct 1241 along new Legislative District line - make Legislative District 8 portion a new split in precinct 1363 (Legislative District 8 part of split 1241.1 becomes 1363.2)

Legislative District 8/Legislative District 16 boundaries

Split precinct 4014 along new Legislative District line – attach Legislative District 16 portion to 4019 (Legislative District 16 part of split 4014.1 transferred to 4019.1)

Legislative District 15/ Legislative District 16 boundaries

Split 3101 along new Legislative District line – attach Legislative District 15 portion to 1291 (Legislative District 15 part of split 3101.2 becomes 1291.2)

Cleanup Around Legislative District Lines

Legislative District 8/15

Merge 6325 into 6105 (no voters) – recent annexation to Richland, formerly separated from the rest of the city by a Legislative District boundary (split 6325.1 merged into 6105.1)

Legislative District 8/16
Merge 1647 into 1660 (17 voters) – formerly divided by Legislative District line (split 1647.1 merged into 1660.2)

Merge 3561 into 3559 (64 voters) – recent annexation to Kennewick, formerly separated from the rest of the city by a Legislative District boundary (split 3561.1 merged into 3559.1; 3561.2 becomes 3559.2)

Merge 6314 into 6315 (no voters) – recent annexation to Richland, formerly separated from the rest of the city by a Legislative District boundary (split 6314.1 merged into 6315.2)

Legislative District 15/16
Transfer split 3101.1 into precinct 3107 (36 voters) – formerly separated by a Legislative District boundary, otherwise containing identical sets of districts (split 3101.1 merged into 3107.4)

Transfer split 3107.3 into precinct 3101 (49 voters) – formerly separated by a Legislative District boundary, otherwise containing identical sets of districts (split 3107.3 merged into 3101.2)

Transfer split 2407.4 into precinct 2405 and merge with split 2405.2 (2 voters) – formerly separated by a Legislative District boundary, otherwise containing identical sets of districts

Merge precinct 2402 into 2403 (46 voters) – formerly separated by a Legislative District boundary, otherwise containing identical sets of districts (2402.1 merged into 2403.1; 2042.2 merged into 2403.2)

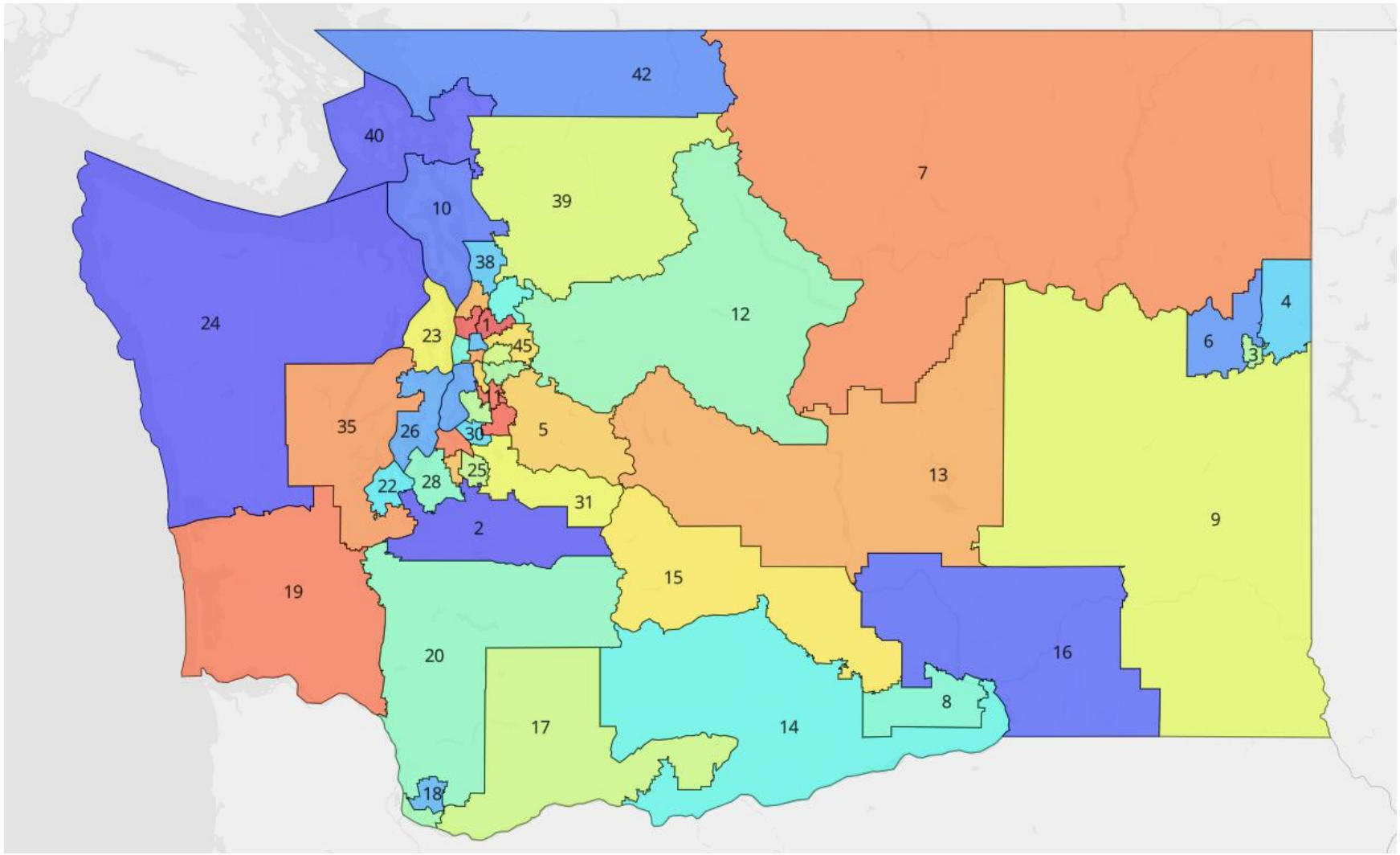
Other cleanup:
Merge 3003 into 3002 (no voters) – uninhabited precinct, formerly separated from the rest of Benton City by a Legislative District boundary (3003.1 becomes 3002.5; 3003.2 becomes 3002.6)

Merge split 0099.3 into 0099.1 (no voters) – the 2 splits cover identical sets of districts

Transfer split 0099.5 into precinct 0097 and merge with split 0097.1 (no voters) – the 2 splits cover identical sets of districts

Merge precinct 1240 into 1022 (60 voters) – split 1240.1 and split 1022.1 cover identical sets of districts (split 1240.1 merged into 1022.1; 1240.2 becomes 1022.2)

An unincorporated area on Spengler St in north Richland was formerly treated as part of precinct 5603 but should be transferred into precinct 1407 due to changes in the Legislative District boundaries (split 5603.2 merged into 1407.1)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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN GENERAL FUND, FUND NUMBER 0010, DEPARTMENT NUMBER 115 TO 116.

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

Dated this _____ day of _____, _____

_____
Chairman

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

L. Ivey

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: Non-Departmental to Planning Dept Nbr: 115 to 116

Fund Name: General Fund Fund Nbr: 0010

TRANSFER FROM: 115 TRANSFER TO: 116

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5116000	54931	Contingency	$50,000	5586020	54103	Professional Services	$50,000
TOTAL			$50,000	TOTAL			$50,000

Explanation:

To allocate funding for the Shoreline Master Plan Grant. Resolution 2024-169 approved the Shoreline Master Plan Grant for the Planning Department which was not budgeted for in the 2023/2024 budget.

Prepared by: Linda Ivey Date: 19-Apr-2024

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 23, 2024
Subject:	Bi County Appointment of Bradyn Leyde to the Mid-Columbia Libraries Board of Trustees
Presenter:	N/A
Prepared By:	Erin Meneely, Associate Director – Operations, on behalf of the MCL Board of Trustees
Reviewed By:	Amanda Pearson, Clerk to the Benton County Board of Commissioners

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 Mid-Columbia Libraries Board of Trustees has a vacancy on its Board due to the completion of two full terms by Sandra LePage. The Library Board advertised this position and completed the interview process. On March 19, 2024, the Library Board unanimously recommended Franklin County/Pasco resident Bradyn Leyde to fill a full term ending December 31, 2030.

Fiscal Impact

N/A

Recommendation

Approve the attached joint resolution appointing Bradyn Leyde to the Mid-Columbia Libraries Board of Trustees to a term expiring December 31, 2030.

Suggested Motion

Approve as part of consent agenda.

If not approved as part of consent agenda - I move to approve the joint resolution appointing Bradyn Leyde to the Mid-Columbia Libraries Board of Trustees to a term expiring December 31, 2030.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF APPROVING THE APPOINTMENT OF BRADYN LEYDE TO THE MID-COLUMBIA LIBRARIES BOARD OF TRUSTEES TO FILL A FULL TERM FOR SANDRA LEPAGE WHOSE SECOND FULL TERM EXPIRED DECEMBER 31, 2023.

WHEREAS, Sandra LePage completed her second full term as a member of the Mid-Columbia Libraries Board of Trustees and was not eligible to be reappointed, creating a vacancy; and

WHEREAS, The Library Board advertised this position and has completed the interview process; and

WHEREAS, the Board of Trustees of Mid-Columbia Libraries unanimously voted to recommend Bradyn Leyde to fill the unexpired term; **NOW, THEREFORE**,

BE IT RESOLVED the Boards of Commissioners of Benton and Franklin Counties hereby approve the appointment of Bradyn Leyde to the Board of Trustees of Mid-Columbia Libraries, with said term expiring on December 31, 2030.

Dated this ____ day of _____, 2024

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

ATTEST:

_____
Clerk of the Board

Dated this ____day of _____, 2024

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

_____
Clerk of the Board

cc: MCL; file

mid-columbia LIBRARIES

Keewaydin Park Branch
405 S. Dayton St.
Kennewick WA. 99336
(509) 586-3156

March 28, 2024

Benton County Commissioners
Benton County Courthouse
PO Box 190
Prosser, WA 99350-0190

Dear Commissioners:

The Mid-Columbia Libraries Board of Trustees has a vacancy on its Board due to the completion of two full terms of service by Sandra LePage. Ms. LePage is a Franklin County representative and her second full term ran until December 31, 2023. She is not eligible for reappointment.

The Library Board advertised this position and has completed the interview process. On March 19, 2024, the Library Board unanimously recommended Bradyn Leyde.

The Board of Trustees for Mid-Columbia Libraries is requesting a joint resolution appointing Franklin County/Pasco resident Bradyn Leyde to the Board to fill a full term ending on December 31, 2030.

Thank you for your consideration of this matter. Please let me know if I can be of further assistance.

Sincerely,

Erin Meneely
Associate Director – Operations

cc: Franklin County Commissioners

BRADYN **LEYDE**

4 Rose Court, Pasco, Washington 99301 · 509-528-0639
bradyn.leyde@gmail.com

As an educator and citizen, I am consistently looking for opportunities to impact those within my community and state. Our family is composed of active readers and the library has been a constant in our daily lives. I am excited to build on the excellence of Mid-Columbia Libraries and seek an appointment to the Board of Trustees for the Mid-Columbia Library.

EXPERIENCE

AUGUST 2008 – PRESENT

ENGLISH & LEADERSHIP TEACHER, KENNEWICK HIGH SCHOOL

Courses taught include: IB Language & Literature, American Literature, Honors English I, Mythology, Sports in Literature, Freshman/Sophomore English Lab, ASB Leadership, US History, World History, Washington State History (for English Learners), and World Geography (for EL). Head Boys' Basketball Coach and advisor for Knowledge Bowl.

FEBRUARY 2003 – JULY 2008

U.S. HISTORY & PHYSICAL EDUCATION TEACHER, CHIEF JOSEPH MIDDLE SCHOOL

Taught 8th grade U.S. History & Physical Education. Served as Department Chair, District Professional Development Committee, and advisor for National Junior Honor Society. Coached football, basketball, & baseball at Chief Joseph MS, and Hanford HS.

EDUCATION

JULY 2007

MASTERS OF EDUCATION, WASHINGTON STATE UNIVERSITY

Graduated with 3.98 GPA. Courses competed include: Leadership, School Finance, Law & Education, Values & Ethics, Research Methods, and Educational Technology. Professional Certification was also achieved 12/06.

MAY 2002

BACHELOR OF ARTS IN SOCIAL STUDIES, WASHINGTON STATE UNIVERSITY

Graduated *Magna Cum Laude* with a 3.73 GPA. Presidents Honor Roll (9x), Order of Omega, Katherine Gilbert Blinn Scholarship (History Dept.), and received residency teaching certificate 3/03.

RELATED EXPERIENCE/SKILLS

- National Board Certified Teacher – AYA Social Studies
- Endorsements - ELA, History, Social Studies, Health/Fitness, & Library Media
- 2019-2024 Parks & Recreation Commission, City of Pasco
- 2020 & 2018 USA Basketball Open Court Director (Kennewick, WA)
- 2012-18 KEA Co-Curricular Bargaining Representative
- 2012-14 *Beta Theta Pi* District Chief XXIX
- 2010-2012 Historic Preservation Commission, City of Pasco

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 04/17/24 BC 4/30/24
Subject:	Professional Services Contract with Amy P. Campbell, LLC for Functional Family Therapy (FFT) and Family Counseling Services
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

Amy Campbell wishes to contract with the Benton-Franklin Counties Juvenile Justice Center to provide Functional Family Therapy (FFT) and family counseling to educate and support families dealing with domestic violence for youth who are referred by the Counties.

The attached Professional Services Contract commences on July 1, 2024 and expires on June 30, 2026.

Fiscal Impact

Amount not to exceed $92,000.00 to be paid out of Public Safety Tax Fund 171 and Family Services Fund 0138101. No supplement required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Professional Services Contract between Amy P. Campbell, LLC and the Benton-Franklin Counties Juvenile Justice Center.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING AMY P. CAMPBELL, LLC A PROFESSIONAL SERVICES CONTRACT FOR THE DELIVERY OF FUNCTIONAL FAMILY THERAPY AND FAMILY COUNSELING

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

WHEREAS, Benton and Franklin Counties had a contract with Amy Campbell from July 1, 2022 through June 30, 2024 via Benton County Resolution numbered 2022 314 and Franklin County Resolution numbered 2022 086; and

WHEREAS, the Juvenile Administrator recommends entering into a new Professional Services Contract with Amy P. Campbell, LLC; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concurs with the Juvenile Administrator's recommendation and hereby award the Professional Services Contract to Amy P. Campbell, LLC in an amount not to exceed $92,000.00; and

BE IT FURTHER RESOLVED, that the Chairs or Chair Pro-Tems are authorized to sign the attached Professional Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences July 1, 2024 and expires on June 30, 2026.

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

BENTON-FRANKLIN COUNTIES
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Amy P. Campbell, LLC**, a limited liability company organized under the laws of the State of Washington with its principal offices at 6517 West Octave Street, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. **CONTRACT DOCUMENTS**

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

a. Exhibit A - Washington State Functional Family Therapy Project Quality Assurance and Improvement System

b. Exhibit B - Washington State FFT Project Therapist Standards

2. **DURATION OF CONTRACT**

The term of this Contract shall begin on **July 1, 2024** and shall expire on **June 30, 2026**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. **SERVICES PROVIDED**

a. The CONTRACTOR will provide Functional Family Therapy (FFT) to youth referred by the Counties in accordance with the FFT model. This includes, but is not limited to:

    1. Concepts and practice contained in the most recent Blueprints for Violence Prevention: Functional Family Therapy.

2. Providing eligible moderate to high-risk youth and families with an average of twelve (12) sessions of family therapy that focuses on identifying obtainable goals and developing a behavior change program for the family.

3. Acceptance of Clinical Guidance as supplied by FFT, Inc, including engaging with the FFT Consultant in formal telephonic and in-person consultation as determined by the FFT Consultant.

4. Entry and monitoring of FFT clinical assessments and subsequent treatment plans of youth through FFT case-reporting system.

5. Providing FFT services in accordance with the FFT model and the Washington State FFT Project Quality Assurance and Improvement System/Plan, which is attached as Exhibit A to this Contract and incorporated herein by reference. This includes but is not limited to:

   The concepts and practice contained in the Functional Family Therapy Clinical Training Manual; the general precepts, practice, and assessment procedures contained in FFT Initial three-day training and the three two-day follow-up trainings.

6. Providing progress information on each youth/family served by the Contractor under this Contract as follows:

   Upon completion of each FFT session the Contractor will send a written status report to the youth's Juvenile Probation Counselor (JPC).

   No later than the 5th of each month, the Contractor will submit a written Session List to the Intervention Services Manager for each youth served under this Contract for the prior month, and upon successful completion or termination of a family from FFT services, the Contractor will submit a written final report to the Intervention Services Manager.

7. Participate in mutually agreed upon case staffing and program review meetings.

8. Maintain an approved level of proficiency with the FFT

model as evaluated by the assigned FFT Consultant and the Juvenile Court Administrator.

9. Provide information on each FFT therapist's model adherence to the appropriate regional contact.

b. Additional FFT requirements include but are not limited to:

1. Youth served under this Contract shall be under the jurisdiction of the Benton-Franklin Counties Juvenile Justice Center during the FFT intervention. To assist in this supervision, the Contractor shall share pertinent information with the Counties and shall safeguard electronic and hard copy client information.

2. The Contractor shall meet monthly with the Counties' Intervention Prevention Service Manager or designee for program review.

3. Prior to services being initiated, the Contractor must receive a written referral for services by the Counties.

c. The Contractor agrees to accept up to a full caseload of FFT clients on behalf of the Benton-Franklin Juvenile Justice Center.

d. The CONTRACTOR shall provide brief family counseling provided to educate and support families dealing with family violence.

Steps Involved:

1. CONTRACTOR contacts referred family within one business day of referral.

2. Counseling sessions will take place in either the families' homes, or in an office setting. The location of the session will be based upon the referred families' preferences.

3. The length of the counseling sessions will be between 60-90 minutes.

4. CONTRACTOR will work with each family between 5-7 sessions and the intervention will take place over a 4-6 week period dependent upon the needs of the family.

5. The model utilized by the CONTRACTOR will be

solution/focused strength based family therapy models. Skill building among family members will specifically address maladaptive patterns that lead to violence.

6. Prior to case completions a crisis plan will be submitted, re-evaluated, and shared with the juvenile probation counselor. The juvenile probation counselor and the CONTRACTOR will work with every family to identify natural and community supports. Referrals will then be made to the appropriate resources.

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

f. The Contractor acknowledges that prior to entering into this Contract it is in receipt of, and is familiar with, the FFT model, practices, procedures, materials, and training referenced herein.

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

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

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

4. **CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:

Name:	Amy Campbell
Address:	6517 West Octave Street Pasco, WA 99301
Phone:	(509) 528-8488
Email:	amycampbell-llc@charter.net

b. For COUNTIES:

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

5. **COMPENSATION**

a. For the services performed under this Contract, the CONTRACTOR shall be paid as follows:

At the rate $800 per family for the completion of each phase of the three (3) phase FFT Model, including engagement and motivation, behavior change and generalization, for a maximum of $2,400 per family for completion of all three (3) phases including additional hours for ancillary duties (as described by the FFT Model).

b. For the services performed under this Contract, the CONTRACTOR shall be paid for brief family counseling at the rate of $125 per session, not to exceed seven (7) sessions per family, unless otherwise authorized in writing by the Community Services Manager.

c. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Ninety-Two Thousand Dollars ($92,000).

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

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

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

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

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

6. **AMENDMENTS AND CHANGES IN WORK**

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

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the

COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees, or agents.

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

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

8. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Within a reasonable amount of time following CONTRACTOR obtaining an employee, CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

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

$2,000,000 General Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

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

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

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

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

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

e. **Other Insurance Provisions:**

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

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

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

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

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

6. The insurance limits mandated for any insurance coverage

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

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

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

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

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

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

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

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

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

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

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

9. **TERMINATION**

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

b. In the event that funding for this project is withdrawn,

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

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

10. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

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

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

11. **NON-WAIVER OF RIGHTS**

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

12. **INDEPENDENT CONTRACTOR**

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

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

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

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

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

13. **COMPLIANCE WITH LAWS**

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

14. **DEBARMENT CERTIFICATION**

The CONTRACTOR, by signature to this Contract, 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 Subcontracts into which it enters.

The CONTRACTOR shall immediately notify the Contact designated as the representative to the COUNTIES of this Contract if, during the term of this Contract, the CONTRACTOR becomes debarred. The COUNTIES may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term of this Contract.

15. **INSPECTION OF BOOKS AND RECORDS**

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

16. **NONDISCRIMINATION**

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

17. **OWNERSHIP OF MATERIALS/WORKS PRODUCED**

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

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

18. **PATENT/COPYRIGHT INFRINGEMENT**

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

19. **DISPUTES**

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

20. **CONFIDENTIALITY**

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

21. **CHOICE OF LAW, JURISDICTION, AND VENUE**

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

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

22. **SUCCESSORS AND ASSIGNS**

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

23. **SEVERABILITY**

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

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

24. **ENTIRE AGREEMENT**

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

25. **NOTICES**

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

26. **SURVIVABILITY**

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

27. **LITIGATION HOLD NOTICE**

In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 17 of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

28. **PUBLIC RECORDS ACT**

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

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on **July 1, 2024.**

Amy P. Campbell, LLC	Benton-Franklin Counties Juvenile Justice Center
Amy Campbell 03/29/2024	4/2/2024
Amy Campbell Date **Owner**	**David Wheeler** Date **Juvenile Court Administrator**
BENTON COUNTY APPROVAL	**FRANKLIN COUNTY APPROVAL**
Approved as to Form: LeeAnn Holt 04/01/2024 Deputy Prosecuting Attorney Date	Approved as to Form: Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date:
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

Washington State Functional Family Therapy Project

Quality Assurance and Quality Improvement Plan

Exhibit A

Reviewed by CJAA Committee on September 10, 2021; Updated on September 1, 2023

Introduction

The Washington State Functional Family Therapy Project (FFT Project) is dedicated to providing guidance and support for competent service delivery of the Functional Family Therapy model. This is achieved by maintaining a high degree of model fidelity, quality assurance, and quality implementation.

In Functional Family Therapy, model fidelity is based on the therapist's overall adherent delivery and competent performance of the model. Additionally, the FFT Clinical Supervisor plays an integral part in helping therapists successfully achieve and maintain model fidelity. The FFT Clinical Supervisor's role is to support and guide therapists in their practice. The primary goal of the supervision process is to ensure families receive the ***highest quality of care*** by rigorously monitoring (through group supervision and the review of therapist data) the ***dissemination adherence*** and ***fidelity*** (clinical outcomes) of therapists they guide on their team/s. Dedication and commitment to this goal will maximize the successful outcomes of the FFT Project.

Dissemination Adherence represents the administrative aspects of the model process. Specifically, it is the degree to which the therapist is doing the FFT intervention (assessment protocol, attendance in supervision, completing documentation using the web-based system, delivery of session with appropriate frequency, entering contact notes, developing phase plans, and session progress notes with quality of documentation in the required timeframe, and collateral communication with referring sources and other service providers).

Fidelity is represented in the therapist's ability to consistently implement the key elements of the FFT model in the right sequence (adherence) and with a high degree of skill (competence). Adherence and competence are interdependent constructs and are both present as a therapist works successfully with a family.

To ensure model fidelity requires a systematic approach to both quality assurance and quality improvement. **Quality assurance** involves the ongoing and accurate monitoring and tracking of reliable measures of model implementation. **Quality improvement** involves the implementation of specific activities to improve the delivery of the FFT model.

Principles of Quality Assurance and Quality Improvement

The primary goal of quality assurance and quality improvement is to monitor and track the delivery of the FFT model as intended, based on the following principles:

- Clinical Supervisor adheres to the FFT Clinical Supervisor Standards.
- Clinical Supervisor utilizes the FFT LLC, Clinical Supervisor manual processes to ensure the therapists on their teams received the support they need to obtain and maintain model fidelity.
- Clinical Supervisor provides their therapists with accurate and timely feedback about their FFT practice.
- Therapists adheres to the FFT Therapist Standards.
- Therapists who perform below the national standards of model fidelity are placed on an improvement plan.
- Therapists, who, after all attempts at improvement, continue to demonstrate model fidelity outcomes below the minimal national standard cannot not practice the FFT model.

Quality Assurance is based on the monitoring and tracking model fidelity using reliable measures from:

- Multiple domains: dissemination adherence and fidelity ratings as outlined in the FFT Clinical Supervisor's manual.
- Multiple measures: family evaluations, therapist self-evaluations, Global Therapist Rating (GTR), Tri-Yearly Program Evaluation (TYPE), annual listen-in evaluations from the FFT LLC National Consultant, and annual therapist feedback from their clinical supervisor.
- Incremental measurement: formal review of audio/video recordings of family sessions.
- Interrater reliability for Clinical Supervisors.

Quality Improvement is based upon:

- Timely feedback to the therapist using accurate measures of model fidelity (adherence and competence), that is ongoing and specific.
- Timely feedback to the Clinical Supervisors on interrater reliability activities.
- Teaching oriented, group or individual discussions on the principles of the clinical model, such as trainings.
- Discovery oriented, a guided discussion led by the Clinical Supervisor or FFT LLC Consultant.
- Evaluated method, 30, 60, 90-Day Reviews, Learning and Growth plans (GTR) and Individualized Plans, to determine therapist areas of improvement and recognize areas of success.
- Accountability, FFT Project Therapist and Clinical Supervisors Standards.

Training and Certification of Therapists

FFT LLC provides all trainings, via contract with the FFT Project. Before a therapist can register for the FFT Clinical Training Series, all hiring/contractual requirements must be met. The FFT Training Series are scheduled based on the statewide need for Juvenile Court and DCYF/ Child Welfare.

The FFT Clinical Training Series consists of a 3-day Initial Clinical Training and three Follow-Up Trainings in WA State. To be a fully trained in the FFT Model, therapists are required to attend all four trainings. Once fully trained, the therapists are certified as a Washington State FFT therapist, if they have obtained and maintain the minimum statewide dissemination adherence and fidelity standards. Once certified, therapists must attend an annual booster training and maintain minimum dissemination adherence and fidelity standards.
Therapists who do not maintain the minimum statewide adherence and fidelity standards and yearly training standards will be de-certified and can no longer practice FFT.

Certified Therapists – practicing for more than one year

Training/Activity	Process / Goals	Outcome
Attend and participate in the assigned weekly consultation	Staff cases for model fidelity, receive clinical support, ideas, and problem solve	FFT Clinical Supervisor completes weekly Supervision checklist in CSS and provides feedback during consultation. Therapist maintains an 85% attendance
Provide FFT to families & staff cases	Therapists meet Fidelity, Dissemination Adherence, and requirements outlined in the Therapist Standards.	FFT Clinical Supervisor monitors input in the CSS – using the Weekly Supervision Checklist which examines fidelity (adherence and competence) and dissemination adherence (therapist input in the CSS – doing FFT with in the timelines)
Attend Annual Booster training (7 hours)	Trainer and QA Administrator observation	FFT National Consultant reports out to the Clinical Supervisors and QA Administrator
Global Therapist Ratings (GTR)	Clinical Supervisor completes the GTR in the CSS Clinical Supervisor meets with the therapist to discuss the therapist overall adherence and competence of the model, and writes a Learning and Growth Plan	Clinical Supervisors monitors the therapist progress of their Learning and Growth Plan To ensure the therapist continues to meet the minimum dissemination adherence and fidelity standards to maintain certification as FFT therapist
Maintain the required caseload	Part-time average of 5-6 cases (20 hours a week) and Full-time average 10-12 cases (40 hours a week)	QA Administrator works with therapist, agency, and referral source to ensure Therapists are meeting the caseload requirement
CSS data entry for model fidelity	Therapist documents all work in the CSS according the FFT Model: assessments, contacts, session notes, and phase plans	FFT Clinical Supervisor monitors through case staffing and monthly case reviews for model fidelity (competency and adherence)

New Therapists – first year practicing

Training/Activity	Process / Goals	Outcome
Attend the Initial Clinical 2.5-day training	Trainer and QA Administrator Observation	Trainer feedback report to QA Admin. QA Admin report to Clinical Supervisor
Provide FFT to families immediately after training. Staff cases	Therapists meet Fidelity, Dissemination Adherence, and requirements outlined in the Therapist Standards.	FFT Clinical Supervisor monitors input in the CSS – using the Weekly Supervision Checklist which examines fidelity (adherence and competence) and dissemination adherence (therapist input in the CSS – doing FFT with in the timelines)
Therapist 30, 60, 90-Day Review Reports are completed every 30 days, based on the last day of the Initial Clinical training	Clinical Supervisor writes a Review report based on: Therapists Dissemination Adherence, caseload, and attendance / participation in weekly consultation. QA Administrator approves report	Therapist, Clinical Supervisor, QA Administrator, and agency supervisor meet to discuss Review report and create a support plan, when needed
Attend three (3) Follow Up trainings (16 hours each) – during the first year of practice	Trainer and QA Administrator Observation	Trainer feedback report to Clinical Supervisors and QA Administrator
Attend and participate in the assigned weekly consultation	Staff cases for model fidelity, receive clinical support, ideas, and problem solve	FFT Clinical Supervisor completes weekly Supervision checklist in CSS and provides feedback during consultation. Therapist maintains an 85% attendance
Global Therapist Ratings (GTR)	Clinical Supervisor completes the GTR in the CSS Clinical Supervisor meets with the therapist to discuss the therapist overall adherence and competence of the model, and writes a Learning and Growth Plan	Clinical Supervisors monitors the therapist progress of their Learning and Growth Plan To ensure the therapist meets the minimum dissemination adherence and fidelity standards.
Maintain the required caseload to ensure model fidelity	Part-time average of 5-6 cases (20 hours a week) Full-time average 10-12 cases (40 hours a week)	QA Administrator works with therapist, agency, and referral source to ensure therapists are meeting the caseload requirement
CSS data entry for model fidelity	Therapist documents all work in the CSS according the FFT Model: assessments, contacts, session notes, and phase plans	FFT Clinical Supervisor monitors through case staffing and monthly case reviews for model fidelity (competency and adherence)

Quality Assurance and Improvement Process

The quality assurance and improvement system are continuous. The primary goals for new and experienced therapists is to identify problems of model adherence and provide assistance so the therapist can improve their practice. The goal with a newly trained FFT therapist is to identify concerns with model fidelity early on so additional training and supervision can be provided. The goal for an experienced therapist is to prevent model drift.

The primary goal of the Clinical Supervisor is to ensure they have the tools and support to assess the therapists on their teams for model fidelity.

Quality Assurance Activities

The Functional Family Therapy Quality Assurance and Quality Improvement system includes a comprehensive clinical consultation process, ongoing training program, and model expertise from FFT LLC.

FFT LLC provides a Web-based Clinical Services System (CSS) that is central to successful implementation of FFT. The CSS serves as tool in which the therapist learns and practices the FFT model phase goals and techniques. The CSS tells the story of how the therapist is applying the FFT model to the youth and families receiving the intervention. The Clinical Supervisor monitors the therapist's cases in the CSS and uses a Weekly Supervision Checklist to document the cases each therapist staffs. The Clinical Supervisor develops and monitors the therapist's work using the Global Therapist Rating (GTR) tool, in the CSS. No single measure adequately portrays therapist fidelity; instead, quality assurance utilizes various tools to make this assessment.

The FFT QA Administrator and FFT LLC Consultant uses the CSS to build customized reports to track and monitor the therapists' and Clinical Supervisors' work and report on the overall FFT Project.

FFT Therapists participate in a web-based weekly one-hour clinical consultation, where they will staff cases for the purposes of support, monitoring of adherence and competency, and compliance with national standards.

Clinical Supervisors participate in monthly meetings with the FFT QA Administrator and FFT LLC Consultant for the purpose of interrater reliability, administrative and implementation guidance in the FFT Project, updates from FFT, LLC and the WA State FFT Project, and discuss how to support therapist model fidelity challenges and successes.

Seven measurements of quality assurance are used to monitor and track model fidelity for the FFT Project.

1. **Clinical Progress Notes and Contact Notes:** (Therapist)

Therapist enters how they used the phase techniques and goals during session and contacts with referral source, family, collaterals family and collateral, in the CSS.

Goals:

- Clinical Supervisor reviews the therapist perspective on how they used the FFT model during each phase of the intervention.
- Provide information to the Clinical Supervisor regarding the therapist clinical decision-making process.
- Provide specific areas of concern to be addressed by the Clinical Supervisor in consultation and GTR.

Process:

- Therapists enters progress notes, assessment, case plans, contacts in the CSS, within 48 hours of the session.
- FFT Clinical Supervisor reviews the therapist's progress notes prior and during consultation and determines the areas to provide focused help and assistance.
- Clinical Supervisors runs a weekly Case Review.

2. **Weekly Supervision Checklist** (Clinical Supervision)

The Weekly Supervision Checklist (WSC) is the form used by the Clinical Supervisor to enter all clinical fidelity and dissemination adherence ratings of case reviews from group and individual supervision into the CSS. The WSC is a structured form that is intended to keep all supervision encounters organized and focused. The WSC is completed based on the phase of the session that was reviewed for fidelity. Additional ratings are done on the required session audio/video recordings.

Goals:

- Identify areas of improvement and successes of therapists' dissemination adherence and fidelity.
- Identify areas of improvement and successes of the team's dissemination adherence and fidelity.
- Provide focused clinical consultation to the FFT therapist team.

Process:

- Dissemination adherence and fidelity ratings are addressed in weekly consultation.
- Dissemination adherence and fidelity ratings are entered into the CSS by the Clinical Supervisor.
- Reports are generated from the CSS, the Clinical Supervisor, FFT QA Administrator, and FFT LLC National Consultant uses the data for the FFT Project implementation and improvements.
- Clinical Supervisor runs a Case Review report before consultation, for the therapist on the team.

3. **Global Therapist Rating** (Clinical Supervision)

The Global Therapist Rating (GTR) allows the Clinical Supervisor to provide feedback to the therapists, on their teams, overall knowledge, and performance of each phase and general FFT skills and create developmental plans for the next time period. The GTR allows the supervisor and the therapist to engage in an ongoing process regarding therapist overall performance with the clinical model.

Goals:

- Identify therapist dissemination adherence and fidelity in the FFT model.
- Monitor attendance and completion rates.
- Provide specific information to therapist regarding performance and knowledge of the FFT model.
- Identification of therapists in need of additional training.
- Provide a Learning and Growth Plan for the next 4 months.

Process:

- GTRs are entered into the CSS by the FFT Clinical Supervisor.
- FFT Clinical Supervisor meets with therapist and provides verbal feedback and together they create a learning and growth plan that includes therapist perspective.
- Global Therapist Ratings are submitted to FFT Quality Assurance Administrator.

4. **Tri-Yearly-Performance-Evaluation (TYPE) Report** (Team and individual Data that aligns with National standards)

The purpose of this report is for the Clinical Supervisor to conduct their own evaluation of key data from multiple levels that influence team performance and team effectiveness and, if necessary, to then develop interventions for individual therapist or the entire team, if necessary. The TYPE Report functions as a "state of the union" review that helps the Clinical Supervisor step back from the weekly supervision process to review the entire process of FFT implementation at the team and state level. Some of the areas of focus include utilization, completion rates, ultimate outcomes, case tracking, productivity, outcomes completion, and outcomes scoring.

Goals:

- Obtain feedback on the *measures FFT uses for overall outcomes of the model, as well as other outcomes like completion rate, productivity, case tracking, etc.
- Draw comparisons from multiple perspectives, by collecting aggregate data for therapists and statewide.
- Clinical Supervisors uses the data to develop interventions for team members or the entire team.

Process:

- Clinical Supervisors runs the TYPE report, 3 times a year.
- Review TYPE Reports, during the FFT Team monthly meetings, to look at overall data trends.
- Provides feedback to the team on national standards as needed.

**Measurements: Family Self-Report (FSR), Therapist Self-Report (TSR); Client Outcome Measure Caregiver – (COM-C); Client Outcome Measure Youth – (COM-Y); Therapist Outcome Measure-(TOM), Family Risk and Protective Factors, Outcome Questionnaire (OQ-45), Youth Outcome Questionnaire-Caregiver (YOQ 2.01), Youth Outcome Questionnaire-Youth (YOQ SR 2.0).*

5. **Annual Listen-In – qualitative**

The FFT National Consultant observes each Clinical Supervisor during one weekly clinical consultation in order to assess that the standards for weekly consultation are being met (attendance, on camera, current events shared, check ins, case reviews, etc.) and to look at competency in delivering model consultation to the team. The FFT QA Administrator also attends.

Goals:

- Evaluate Clinical Supervisors work with their team/s.
- To align how clinical supervision is done throughout the FFT Project.
- To monitor cultural competency and team cohesiveness.

Process:

- National Consultant uses the Annual Performance Evaluation Tool to document observation of the Clinical Supervisor's work, outcomes, and provide feedback to the Clinical Supervisor.
- FFT National Consultant prepares the Clinical Supervisor's evaluation and meets with FFT Clinical Supervisor to discuss findings; FFT QA Administrator attends meeting.
- QA Administrator will use this evaluation as part of the Clinical Supervisor's annual performance review.

6. Interrater Reliability – qualitative

During the monthly FFT team calls, Clinical Supervisors staff a case live with a therapist on their team. The other clinical supervisors listen and observe, after the staffing the team discusses the therapist's adherence and competency of the model and compares ratings for interrater reliability. FFT Nationals Consultant guides the conversation.

Goals:

- Create consistency across all Clinical Supervisors when rating model fidelity.

Process:

- Interrtater Reliability is done monthly.
- QA Administrator develops a rotation list of when a Clinical Supervisor Staffs.

7. Annual FFT Project Clinical Supervisor Performance – quantitative

Goals:

- FFT QA Administrator evaluates the Clinical Supervisor's work via an examination of expectation of documentation of WSC, timely GTRs completion, attendance, annual Listen-in report and therapist feedback survey.

Process:

- FFT QA Administrator uses the Annual Performance Evaluation Tool, to document Clinical Supervisor's work.
- FFT QA Administrator meets with Clinical Supervisor to discuss their Annual Performance and develop a plan of action for the next year.

Environmental Assessment for the Juvenile Courts

Washington State Institute for Public Policy (WSIPP) recommended quality control standards for research-based juvenile offender treatment programs. One of the practices for overseeing effective program delivery in Washington State Juvenile Courts is the environmental assessment (EA). Members of the Community Juvenile Accountability Act (CJJA) Committee, which includes all State Quality Assurance Coordinators, conduct site reviews with individual Counties to evaluate aspect of the evidence-based programs (EBP) and Case Management Assessment Process (CMAP). The review is to measure the environmental support, implementation of each EBP and the CMAP process.

Process:

- Environmental Assessment team preforms environmental assessments for each county, every three years.
- Management, Juvenile Probation Counselors, EBP providers, and youth complete an online survey.
- EA team creates a list of focus questions, related to the finding from the surveys, in the following subjects CMAP, EPBs, trainings, and court environment.
- Site visit consists of focus group meetings with management, Juvenile Probation Counselors, and the EBP providers. During the meetings, the EA team will ask a series of questions and document responses.
- An Environmental Assessment written report is given to the County that displays item scores, strengths, opportunities for growth, and recommendations.
- Courts are asked to create goals based on the results of the EA meetings and survey findings.

For more information on the WA State FFT Project QA/QI Plan, see the attached supporting documents.

Attachment A: WA State FFT Project Clinical Supervisor Standards
Attachment B: WA State FFT Project Therapist Standards

These documents are reviewed annually and are subject to change. Contact Karen Brown, FFT QA Administrator, Karen.brown@dcyf.wa.gov

WA State Functional Family Therapy Project – Therapist Standards

Welcome to the WA State FFT Project! The following therapist standards are a segment of the WA State FFT Project, Quality Assurance and Quality Improvement System requirements. Additionally, the following standards are aligned with FFT, LLC best practices and implementation standards.

As therapists practicing FFT under the WA State FFT Project, you are required to practice the expectations presented in the quality assurance and quality improvement plan. This document outlines the elements in which all therapists are monitored, as part of the statewide quality assurance process and the FFT LLC standards.

All FFT therapists are required to use the FFT LLC, web-based Clinical Services System (CSS). The CSS is one of the most important tools you will use to learn and practice the FFT model phase goals and techniques. It is vital all documentation including your session progress notes and plans are completed and in a way that is useful for you to do the clinical work with the families you serve. Additionally, your FFT Clinical Supervisor will use the CSS to monitor and support your FFT practice. The CSS is a training tool, it will help you follow the FFT model, and plan for your sessions.

First year FFT Therapists: Dissemination Adherence, Clinical Fidelity, and FFT Project requirements:

- Complete the *FFT Clinical Training Series*: The FFT Clinical Training Series is a commitment and will take six months to complete and over a year to be confident in the model. The Training Series consist of a 3-day Initial Training and three Follow-Up Trainings in WA State. To be a fully trained, therapists are required to attend all four trainings. Therapist are required to read the full, FFT Manual, before the first Follow Up Training.
- The FFT Quality Assurance Administrator will assign you to your FFT clinical consultation team.
- Start meeting with FFT families immediately following the Initial Clinical Training. It is essential to have at least five families waiting for FFT services the week of your Initial Clinical Training, to continue your learning and application of the FFT model.
- Meet with the WA State FFT Project Quality Assurance Administrator before the Initial Clinical Training to review the FFT Project documents, expectations, and answer questions.
- 30, 60, 90- Day Review: your FFT Clinical Supervisor will evaluate your caseload, Dissemination Adherence, and attendance at the weekly clinical team consultations; the monthly reports will be reviewed by the FFT Project QA Administrator. If a therapist is struggling to meet the requirements of the 30, 60, 90-day review, a meeting will be arranged with therapist, Clinical Supervisor, QA Administrator, and agency or court to discuss the review and a plan will be developed on how to support the therapist.
- Provide the required audio/video recording of a session. Your FFT Clinical Supervisor will choose what phase to record.

Certified FFT Therapists for WA State, Dissemination Adherence, Clinical Fidelity, and FFT Project requirements:

- To retain your certified status, you must maintain the minimum national dissemination adherence and fidelity rating standards.
- Provide the required audio/video recording of a session. Your FFT Clinical Supervisor will choose what phase to record.
- Attend Annual Booster Training (8 hours).
- Meet with families following the FFT model standards.

Additionally, Dissemination Adherence, Clinical Fidelity, and FFT Project requirements, for all FFT therapists.

- Maintain the required FFT caseload: Part-time average of 5-6 cases (20 hours a week) and Full-time average 10-12 cases (40 hours a week). We encourage therapists to be full-time status.
- FFT session defined: The referred youth and at least one parent/caregiver attends the 1-hour session. FFT does **not** meet with clients individually.
- Enter all referrals into the Clinical Service System (CSS), *within 48 hours.*
- Schedule your first session with the family within 7 days of first contact, this may be sooner depending on the risk factors.
- Enter all session progress notes and case plans in the CSS, *within 48 hours*. (Case notes and plans must be completed in full. Partial completion does not count as completed. As you complete your session note, the CSS provides you with prompts on how to comment in the sections, following this process will provide a thorough and useful session note).
- Enter all case contacts (referral source, family, collaterals), *within 48 hours*.
- Complete and enter all FFT assessments in the CSS, *within 48 hours* from when they administered.
- Use the required case coding in the CSS, under the "Agency Case#". (See the FFT Project Case Coding sheet)

- Audio or video recordings are required for your clinical supervision, minimum of one per year. This valuable tool is used to evaluate how well you perform the skills and techniques in each phase of the model. Your Clinical Supervisor will inform you which phase to record. Additionally, your Clinical Supervisor may require more recordings depending on your clinical skills in each phase. The FFT Project provides you with a secure cloud-based storage to upload your recordings.
- Global Therapist Rating (GTR) – every 4 months your Clinical Supervisor will rate your overall performance in the practice of the FFT model and your participation in the weekly clinical consultation. The GTR allows your Clinical Supervisor the opportunity to provide feedback on your overall knowledge and performance of each phase, your general FFT counseling skills, and your participation in weekly clinical supervision. Your Clinical Supervisor will develop a Learning and Growth Plan for the next time-period. Therapists are responsible to meet the elements outlined in your Learning and Growth Plan.
    - Requirement to meet and maintain the Dissemination Adherence rating of a 4 or higher immediately (scale of 0-6).
    - Requirement to meet and maintain a Fidelity rating of a 3 or higher (scale of 0-6) by six months of practicing FFT.
    - Attendance of 85%.
    - Completion rate of 70% or higher.
- Have all family members who are participating in session sign the WA State FFT Project signature form.

FFT Weekly Clinical Consultation responsibilities and <u>requirements:</u>

- You are required to attend your weekly, 1- hour clinical consultation – required attendance is 85% or higher. (If you will be absent, you are required to email your FFT Clinical Supervisor in advance).
- Clinical Consultation is your opportunity to immerse yourself in the FFT model. During consultation, you will staff your cases; learn the FFT concepts and techniques; provide support to your peers on your team. Your knowledge, skills, and input is valuable to all members of your team. The FFT Project believes a focused therapist is able to actively participate and contribute to the teaching and learning of the FFT model. This practice makes the team format more valuable to all.
- Clinical consultation is a web-based meeting; you are required to attend via video and be on camera. It is vital to your learning to create a quiet space with a stable internet connection. Check your audio and video prior to your consultation.
- Be prepared to "staff" a case at any time during your consultation, at a minimum at least two times per month. This allows your clinical supervisor to obtain the required number of Dissemination Adherence and Fidelity ratings to assess therapists' adherence and competence in their FFT delivery to the families.
- Your Clinical Supervisor will provide you with updates from FFT, LLC, and the WA State FFT Project.
- Consultation provides ongoing training and education in the FFT model.
- Be professional and respectful: do not multi-task during your clinical consultation. When your multi-tasking, it is distracting to the Clinical Supervisor and therapists on your team. (Common distractions are – driving, walking the dog, caring for young children, cooking, surfing social media, other work duties, running errands, etc.).

Clinical consultation is central to FFT LLC model implementation and your ability to deliver the model with fidelity. Teams have the greatest cohesion when there is a culture of safety, confidentiality, respectfulness, and support for each member of the team. Professional behavior is expected at all consultations to ensure this culture is present.

Relentless effort with families for model fidelity <u>requirements:</u>

- Average time from referral to first contact within 48 hours or less.
- Average time from referral to first session within one week or less.
- Minimum of weekly session, matching to families may require more often than weekly.
- Meet with families at times that are convenient to their schedules (often after school, evenings, and weekends).
- Contact families between sessions to remind them of upcoming sessions.
- When/if a family cancels, work with the family to reschedule within the same week, if possible.
- When/if a family session has been cancelled or is a no show; notify the referral source.
- Average length of FFT is 90-180 days, with an average of 4 months.
- Average number of sessions is 12-15.
- Work to complete all phases of FFT with as many families as possible. The FFT Projects required completion rate is 70% or higher.
- If a family is at risk of dropping out of FFT, reach out to the referral source, inform your Clinical Supervisor, and staff the case during clinal consultation.
- FFT is a relational model. FFT LLC values the relationships therapists have with their referral sources. Creating a strong line of communication with your referral source is an effective process to share information about the progress of each case. Additionally, this practice will assist the referral source in having a greater knowledge of the model. A best practice is to provide weekly or monthly updates, depending on the referral source and family's needs.

Additional Information:

- Once you have completed your last session with the family, you are required to close the case within 48 hours of last day of session. Note: assessments can be entered after the case has been terminated in the CSS.
- Non-completed cases are closed immediately, after all attempts have been made at re-engagement.
- When a therapist resigns or is dismissed from the FFT Project, agency, or court, it is their responsibility to ensure that all open cases are closed in the CSS and ensure that the family's needs are being met by transferring open cases to other FFT therapists or appropriate services. Work with your agency/court, clinical supervisor, and QA Administrator to ensure all cases are properly taken care of.
- New therapists will receive a packet with all the required FFT assessments that are administered during the intervention. The information in the packet outlines when assessments are administers and why the assessments are important to your FFT practice.
- All therapists will receive the FFT Project CSS Required Case Coding document.
- Your FFT Clinical Supervisor will complete a "case review" on all your cases to ensure you a meeting the model standards within your practice.
- If at any time you are not meeting the requirements outlined in the Therapist Standards your Clinical Supervisor or FFT QA Administrator may place you on an improvement plan, see improvement plan process.
- The FFT Project will provide you with a secure cloud-based storage for you audio/video recordings. The FFT QA Administrator will create a folder for you in the FFT Project BOX account, to upload your recordings for your clinical supervisor to review. Your BOX folder is to be used for FFT recording only.

FFT Therapists shall provide appropriate, accessible, and culturally relevant services to all FFT clients. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Using the FFT model will help you develop and maintain culturally relevant service to your families.

FFT Therapist Quality Assurance and Improvement Process

The FFT Project Quality Assurance and Improvement Process is based on the principle that consistent and concrete feedback is provided for the continued growth and development of the therapist's FFT practice.

Quality Assurance is based on the therapist receiving specific and timely feedback regarding their knowledge and performance of the FFT model, from their Clinical Supervisor.

Quality improvement is based on the therapist receiving specific activities and timelines to ensure adherent and competent service delivery.

Improvement Plan Process

At least, every 4 months the FFT Clinical Supervisor prepares a GTR for the therapist. The GTR ensures that ongoing feedback is provided to therapists to identify areas of improvement as well as highlighting strengths.

If the results of the GTR identifies a therapist is below the national Dissemination Adherence and/or Fidelity standards or does not adhere to the requirements outlined in the Therapist Standards and FFT Project QA/QI document, they are automatically placed on an Informal Improvement Plan, for 3 months. The ultimate goal of an improvement plan is for the therapist to be successful in delivering adherent FFT services to youth and families.

Informal Improvement Plan

Informal Improvement Plans (IIP) are developed by the Clinical Supervisor with input from the therapist, FFT National Consultant, and FFT Quality Assurance Administrator. The IIP is documented in the Learning and Growth Plan of the GTR, to include goals and timeframes for adherence to be met and reviewed at 30, 60, and 90 days. The Informal Improvement Plan may include additional adherence monitoring, individual supervision, or additional training.

At the end of the 90-day period, if the therapist meets the expectations outlined in their learning and growth plan, as evidenced that their Dissemination Adherence and/or Fidelity scores meet national standards and/or they have met the Therapist Standards, then the plan is complete, and no further action is required.

If the informal improvement plan does not result in improvement within three 90 days, a formal improvement plan will be implemented.

Formal Improvement Plan

If the therapist does not meet the expectations and goals outlined in the Informal Improvement Plan or if there is risk of harm to clients because of the therapist's performance, a 90-day Formal Improvement Plan is developed.

Formal Improvement Plans (FIP) is developed by the FFT QA Administer with input from the Clinical Supervisor and FFT LLC National Consultant, using the FFT Projects Formal Improvement Plan form. The FIP consist of identified elements the need improvement, the list of specific problems related to the elements, an action plan for achieving improvement, and timeframes for the action plan; are set and reviewed at 30, 60, and 90 days.

The FFT QA Administrator meets with the therapist, their supervisor, and the FFT Clinical Supervisor, as available, to review and discuss the FIP, and finalize timeframes for the action plan. Meetings are conducted every 30 days, to review the therapist's progress.

The Formal Improvement Plan may include and are not limited to the following:

- Additional FFT formal training
- Increased review and monitoring of CSS
- Additional clinical consultation time with clinical supervisor
- Additional support from their agency or court supervisor
- Submission of audio/video recordings of FFT sessions
- Increased reporting requirements to clinical supervisor and/or FFT QA Administrator

At the end of the 90-day period, if the therapist meets the expectations outlined in the FIP, as evidenced that their Dissemination Adherence and/or Fidelity scores meets the national standards and/or they have met the Therapist Standards, then the plan is complete, and no further action is required. All parties sign the Formal Improvement Plan, indicating the goals have been met.

If the Formal Improvement Plan does not result in improved adherence within 90 days, the therapist is considered to be "not adherent" nor certified with the WA State FFT Project and therefore they are longer qualified to practice FFT. The FFT QA Administrator and FFT Clinical Supervisor will work with the therapist to complete or closeout all open cases.

Additionally, if a past GTR concern reoccurs after an informal or formal plan was completed/goals met, the FFT QA Administrator can place the therapist on a Formal Improvement plan immediately. Again, if this does not result in improved adherence in 90 days, the therapist will no longer be certified to practice FFT.

The FFT Quality Assurance Administrator informs and updates to the referral sources, Juvenile Court, JR and/or Children's Regional Administrator, when a therapist is placed on an IIP or FIP.

The FFT Quality Assurance Administrator informs the CJAA Advisory Committee when a therapist is placed on an IIP and FIP.

Therapist:

I have read the information above and have received a copy of the Washington State FFT Quality Assurance and Quality Improvement System plan. I understand that as an FFT therapist who is participating in the WA State FFT Project, I must adhere to all the requirements outlined in the FFT Project documents. This is a working document and will be reviewed annually; all therapists are required to sign updated documents.

Print Name	Therapist Signature	Date

Note:** Agency and court employees, contractors, and subcontractors may have **additional expectations** and or **contracts** that include requirements that fall outside of the WA State FFT Project Quality Assurance & Quality Improvement processes and requirements, such as reporting, billing, forms required for each referral source, etc. The FFT Project is not responsible for the **additional expectations** and or **contracts.

Agency/Court Supervisor:

I have read the information above and have received a copy of the Washington State FFT Quality Assurance and Quality Improvement System plan. As the Agency/Court Supervisor of the therapist listed above, I understand my responsibility to support this FFT therapist in adhering to all the requirements outlined in the FFT Project documents, while contacting to provide FFT through the WA State FFT Project. This is a working document and will be reviewed annually; Agency/Court Supervisor are required to sign updated documents.

Agency/Court Supervisor Name	Agency/Court Supervisor Signature	Date

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD, FUND NUMBER 1010, DEPARTMENT NUMBER 500.

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

Dated this _____ day of _____, _____

_____
Chairman

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

S. Berry

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: Road Dept Nbr: 500

Fund Name: County Road Fund Nbr: 1010

TRANSFER FROM:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5423160	54100	Professional Services	$33,000
TOTAL			$33,000

TRANSFER TO:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5944200	56400	Equipment	$33,000
TOTAL			$33,000

Explanation:

The Benton County Board of Commissioners approved the purchase of a Matrice 350 RTK Drone from Frontier Precision for the Road Department per Res. No. 2024-0244 for the 2023/2024 budget cycle. This line item transfer will move over the necessary funds to purchase the Drone.

Prepared by: S. Berry Date: 25-Apr-2024

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 30, 2024
Subject:	Professional Services Contract with Meier Enterprises, Inc. for A&E Services for the Group B at the Rattlesnake Mountain Shooting Facility Training Center
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement & J. Aultman

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

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

Summary / Background Information

The Benton County Purchasing Department has selected Meier Enterprises, Inc. to provide services to prepare an application for classifying an existing private well as a Group B well with the Benton Franklin Health District for the Rattlesnake Mountain Shooting Facility Training Center.

The Director of Operations and Capital Programs recommends awarding the Professional Services Contract to Meier Enterprises, Inc. The Professional Services Contract has been prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division, and has been executed by Meier Enterprises, Inc.

Fiscal Impact

Amount: **$4,000.00** excluding WSST

Fund: **Capital Projects Fund**

Recommendation

Approve the attached Resolution and Professional Services Contract between Benton County and Meier Enterprises, Inc. for a contract term commencing upon signature of both parties and terminating January 31, 2025 in an amount not to exceed $4,000.00 excluding WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH MEIER ENTERPRISES, INC. TO PROVIDE PROFESSIONAL SERVICES TO PREPARE AN APPLICATION FOR CLASSIFICATION OF AN EXISTING PRIVATE WELL AS A GROUP B WELL FOR THE RATTLESNAKE MOUNTAIN SHOOTING FACILITY TRAINING CENTER

WHEREAS, the Purchasing Department has selected Meier Enterprises, Inc. to provide professional services to prepare an application for classifying and existing private well as a Group B well with the Benton Franklin Health District for the Rattlesnake Mountain Shooting Facility Training Center; and

WHEREAS, the Director of Operations and Capital Programs recommends awarding the Professional Services Contract to Meier Enterprises, Inc.; and

WHEREAS, a Professional Services Contract was prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division and has been executed by Meier Enterprises, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners hereby approves the Professional Services Contract with Meier Enterprises, Inc. of Kennewick, Washington to provide professional services to prepare an application for classifying an existing private well as a Group B well for the Rattlesnake Mountain Shooting Facility Training Center in an amount not to exceed $4,000.00, excluding WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Professional Services Contract between Benton County and Meier Enterprises, Inc. on behalf of the Board; and

BE IT FURTHER RESOLVED, the term of said contract commences upon signature of both parties and shall expire on January 31, 2025.

Dated this 30th day of April, 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

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

Attest:…….
Clerk of the Board

Orig.: Procurement
c: Auditor, PA, Meier

D. Hope

DocuSign Envelope ID: D254843D-B278-47B8-9381-11CA912D2311

BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the state of Washington with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MEIER ARCHITECTURE & ENGINEERING, INC.**, a corporation organized under the laws of the state of Washington with its principal offices at 12 West Kennewick, Ave., Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Scope of Work & Fees.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on January 31, 2025. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall assist the COUNTY with preparing an application for classifying an existing private well as a Group B well with the Benton Franklin Health District. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work & Fees", which is attached hereto and incorporated herein by reference.

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

c. The CONTRACTOR shall perform the work specified in this

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Contract according to standard industry practice.

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Gary Fleming
Address:	12 W. Kennewick, Ave. Kennewick, WA 99336
Phone:	(509) 735-1589
Email:	gdfleming@meierinc.com

b. For COUNTY:

Name:	Robert Blain
Address:	7122 W. Okanogan Pl. #E330 Kennewick, WA 99336
Phone:	(509) 736-2704
Email:	robert.blain@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee four thousand dollars($4,000.00), excluding W.S.S.T., in accordance with the “Scope of Work & Fees.”.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed four thousand ($4,000.00), excluding W.S.S.T.

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

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7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

e. **Other Insurance Provisions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In

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that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the

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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 Subcontracts into which it enters. The Contractor shall immediately notify the Contact designated as the representative to the County of this Contract if, during the term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term of this Contract.

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted

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to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

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

20. CONFIDENTIALITY

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

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21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

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

24. ENTIRE AGREEMENT

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

25. NOTICES

Any notices provided under this Contract shall be effective if

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

26. SURVIVABILITY

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

27. LITIGATION HOLD NOTICE

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

28. PUBLIC RECORDS ACT

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

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

- This section left blank intentionally -

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

Dated:_____

FOR: BENTON COUNTY

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

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

Attest:_____
Clerk of the Board

Approved as to Form

DocuSigned by:
Jeff Aultman 4/22/2024
D63DC0240AB64B5...
Jeffrey Aultman, Civil Deputy
Prosecuting Attorney

Dated: 4/22/2024

FOR: MEIER ARCHITECTURE & ENGINEERING, INC.

DocuSigned by:
Bobbi A Keen
E8B1700FD56748F...
Signature

Vice President
Title:

Bobbi Keen
Print Name

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Meier
ARCHITECTURE • ENGINEERING
Celebrating 40 years of Service

EXHIBIT A

PROPOSAL FOR SERVICES

CLIENT: Robert Blain
Benton County
PO Box 190
Prosser, WA 99350

PROJECT: RATTLESNAKE MOUNTAIN SHOOTING FACILITY TRAINING CENTER GROUP B WELL

Thank you for the opportunity for Meier Architecture • Engineering (Meier) to offer professional design services. Our understanding of the Project is that Meier will assist the Client with preparing an application for classifying an existing private well as a Group B well with the Benton Franklin Health District (BFHD).

CLIENT RESPONSIBILITIES:

1. Coordination between local Authorities Having Jurisdiction (AHJs) and Meier, as needed.
2. Provide any required well information, well logs, or pump tests.
3. Provide any water quality testing or monitoring for contaminants.
4. Acquire additional water rights from the Washington Department of Ecology, if required.
5. Contact and coordinate with third-parties such as Satellite Management Agencies and local water purveyors as required.
6. Create water use agreements, select water billing rates, or other tasks related to the administration, maintenance, or business of operating the water system. The Client shall complete an Water Facilities Inventory and Financial Viability Analysis forms for the Group B Design Workbook.
7. Provide public or private notices or disclosures that are required by law.
8. Record protective covenants or easements. Providing information regarding existing covenants and easements. This may require the Client to retain the services of a Title Company.
9. Amend legal documents such as property titles to include water system information and restrictions.
10. Paying all AHJ fees related to the Well Site Inspection or Group B Design Workbook.
11. Client to be responsible for any related tasks that are not mentioned in this Proposal that do not require design by a Licensed Engineer.

SCOPE OF SERVICES:

1. Perform engineering required for a Group B Well Application per assumptions listed in this Proposal.
    a. Water demand calculations.
    b. Well detailed drawings and specifications.
    c. Well system and piping schematics.
    d. Distribution system detailed drawings and specifications.
    e. Total dynamic head calculations.

12 W. Kennewick Ave. | Kennewick, WA 99336 | M 509.735.1589 | F 509.783.5075 | www.meierinc.com

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f. Well pump calculations and selection.
g. Bladder tank calculations and selection.
h. Review test results provided by Owner.

ASSUMPTIONS:

1. All design and drawings will be done in accordance with Meier standards including Meier sheet borders where applicable.
2. The site drawings will be developed using the current shooting range expansion drawings.
3. Benton County (County) will prepare and issue the State Environmental Policy Act (SEPA) and any other environmental permits and applications.
4. The water well and septic system for the existing shooting range facility will not be used but locations are needed to coordinate new well and septic system.
5. We have not included fees for attending weekly or monthly construction meetings and have assumed this is to be done by County personnel.
6. Design of the pressurized water system shall be assumed to not include water volume storage tanks, booster pumps, CCV pumps, VFD pumps, special hydraulic considerations, intertie with other water systems, or treatment of water to reduce contaminants.
7. Coordination with third parties shall be the responsibility of the Client. This includes, but is not limited to, contacting Satellite Management Agencies, other local water purveyors, or AHJs.
8. Specialty hydrogeologic or aquifer analysis is not included in the scope of this Proposal.
9. This Task is limited to applying to BFHD for Group B well classification for a single, existing, private well. Tasks not directly related to this application shall not be included.
10. Additional tasks or services requested by the Client, but not included in this Proposal shall be charged at Meier's standard hourly rates. Meier shall inform the Client in writing prior to performing additional tasks or services intended to be billed hourly.

DELIVERABLES:

1. Site plan for the Public Well Site Inspection per WAC 246-291-125(3)(d)(e): Transmitted in electronic PDF format.
2. Group B Design Workbook – Completing sections that require design by an Engineer: Transmitted in electronic PDF format.
3. Final Review of Group B Design Workbook – Responding to Client with any comments prior to submission: Transmitted in electronic PDF format.

SCHEDULE:

1. We anticipate being completed with the application portion of this Project within 15 working days of receiving a Notice to Proceed.

All services not specifically outlined in the scope of services above shall be considered additional scope and shall be subject to a commensurate adjustment to the agreed compensation. Changes to scope shall be defined by way of a written addendum, signed by the parties, prior to proceeding with the additional work. If Meier is instructed to perform additional services before a written addendum is in place, Meier shall have the right to bill the Client for these additional services on a time and expense basis at current Meier standard rates.

COMPENSATION:

Meier will perform design, bid, and construction support services for a fixed fee of $4,000.

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Invoices will be submitted monthly. A 1.5% interest charge will be added for late payment beyond the normal 30-day billing period. Agreement to provide services, as stated, is valid if approved within 30 days of date submitted. Approvals beyond 30 days are subject to re-negotiation of scope and fee.

Please mail payments to:
12 W. Kennewick Avenue, Kennewick, WA 99336

OTHER TERMS AND CONDITIONS:
We assume that a Standard Form of Agreement between the Client and Meier will be provided for these services. If not, Meier's standard terms and conditions will apply.

We look forward to working with you on this Project. If the scope of work above does not adequately reflect your expectations, please let us know. It is our goal to meet your needs and budget on this Project. If you have any questions, please feel free to contact Gary Fleming directly at 509.737.6934 or by email at gdfleming@meierinc.com.

APPROVED BY:

Meier Architecture • Engineering

Gary D Fleming
Signature

Gary D Fleming
Print Name

4/9/24
Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 30, 2024
Subject:	Awarding the Purchase of four (4) DJI Matric M30T Drones to Night Vision Outfitters, LLC for the Benton County Sheriff's Office.
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	BCSO; Purchasing

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

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

Summary / Background Information

Per Resolution 2024-0167 the Board of County Commissioners approved the contract between Benton County Sheriff's Office (BCSO) and Washington State Department of Commerce for the Law Enforcement Pursuit Technology Grant in the amount of $100,000 to provide law enforcement with modern vehicle pursuit management technology, including, but not limited to, global positioning system tracking equipment, automated license plate reading technology, aircraft, and nonarmed and nonarmored drone technology.

The Benton County Sheriff's Office solicited a total of 23 vendors from the MRSC listed under the categories of "Unmanned Aerial Vehicles (Drones)" and "Unmanned Aerial Vehicles (Drones) Services" with the following results:

- Night Vision Outfitters, LLC - $43,895.00, excluding WSST
- General Pacific Inc., Fairview, OR - $44,494.20, excluding WSST
- Altitude Agri Services, LLC, Richland, WA - $46,776.00, excluding WSST
- Enterprise UAS dba/DSLRPros, Chatworth, CA - $46,836.00, excluding WSST

Fiscal Impact

Cost: $43,895.00, excluding WSST

Expenditures: Said expenditure shall be paid from the Sheriff's Investigative Fund – 1260 and approved reimbursable expenditures from said grant will be deposited back into this same fund.

Recommendation

Approve the attached Resolution authorizing the purchase of four (4) DJI Matric M30T Drones from Night Vision Outfitters, LLC, McKinney, Texas as the lowest responsible bidder for an amount not to exceed $43,895.00, excluding WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AWARDING THE PURCHASE OF FOUR (4) DJI MATRICE M30T DRONES TO BE UTILIZED BY THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2024-0167 the Board of County Commissioners approved the contract between the Benton County Sheriff's Office and Washington State Department of Commerce for the Law Enforcement Pursuit Technology Grant in the amount of $100,000 to provide law enforcement with modern vehicle pursuit management technology, including, but not limited to, global positioning system tracking equipment, automated license plate reading technology, aircraft, and nonarmed and nonarmored drone technology; and

WHEREAS, the Benton County Sheriff's Office (BCSO) has eight federally certified Unmanned Aerial System (UAS) pilots trained in the use of UAS in emergency situations; and

WHEREAS, the UAS capability of both day and nighttime operations will significantly increase public safety and effectiveness of the BCSO during public emergencies, such as, lost or missing children, elderly adults and other search and rescue missions, locating dangerous persons that have fled law enforcement and are a threat to the public, and to also document crime and accident scenes for investigative purposes; and

WHEREAS, the BCSO solicited 23 vendors from the MRSC listed under the categories of "Unmanned Aerial Vehicles (Drones)" and "Unmanned Aerial Vehicles (Drones) Services" with the following results:

- Night Vision Outfitters, LLC, McKinney, TX - $43,895.00, excluding WSST
- General Pacific Inc., Fairview, OR - $44,494.20, excluding WSST
- Altitude Agri Services, LLC, Richland, WA - $46,776.00, excluding WSST
- Enterprise UAS dba/DSLRPros, Chatworth, CA - $46,836.00, excluding WSST

WHEREAS, the Patrol Lieutenant reviewed the proposals and recommends awarding the purchase of the four (4) DJI Matrice M30T Drones with all other necessary equipment that is listed on the proposal to Night Vision Outfitters, LLC, McKinney, Texas as the lowest responsible bidder for a total amount of $43,895.00, excluding WSST; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and authorizes the Benton County Sheriff's Office to move forward with the purchase of four (4) DJI Matrice M30T Drones and necessary equipment in accordance with the attached proposal from Night Vision Outfitters, LLC, for an amount not to exceed $43,895.00, excluding WSST; and

Orig: BCSO
Cc: Auditors, Night Vision Outfitters, LLC, Procurement L. Small

BE IT FURTHER RESOLVED, said expenditures shall be paid from the Sheriff's Investigative Fund – 1260 and approved reimbursable expenditures from said grant will be deposited back into this same fund.

Dated this 30th day of April, 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

Attest……
Clerk of the Board

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCSO
Cc: Auditors, Night Vision Outfitters, LLC, Procurement L. Small

Proposal Form

Company Name: NIGHT VISION OUTFITTERS LLC

Address, City State: 4100 ELDORADO PARKWAY, SUITE 100-233, MCKINNEY, TX 75070

Qty	Description	Unit Price	Extended Price
4	DJI Matrice M30T Thermal Drone Basic Combo Includes: Aircraft, DJI RC Plus Controller, Payload: Laser Range Finder, 12MP Wide and 48MP Zoom Camera, 640x512 Radiometric Thermal, BS30 Charging Station, USB Charger & Cable for Controller, Propellers, Carrying Case, 1 Year DJI Care Enterprise Basic Protection Plan, 1 Standard Maintenance Service.	$ 8,979.00	$ 35,916
	Total Price for the above equipment:	$ -	$ -
32	DJI TB30 Intelligent Flight Battery	$ 329.00	$ 10,528.00
4	DJI WB37 Intelligent Battery for RC Plus Controller	$ 59.00	$ 236.00
4	DJI RC Plus Strap Bracket Kit	$ 39.00	$ 156.00
	Discount Offered	$ (2,941.00)	$ (2,941.00)
	Subtotal		**$ 43,895.00**
	Shipping	FREE	$ -
	Washington State Sales Tax @ 8.7%	N/A	$ -
	Total Proposal Amount		**$ 43,895.000**

Proposal Form

Company Name: General Pacific Inc._____

Address, City State: 22414 NE Townsend Way, Fairview OR 97024_____

Qty	Description	Unit Price	Extended Price
4	DJI Matrice M30T Thermal Drone Basic Combo Includes: Aircraft, DJI RC Plus Controller, Payload: Laser Range Finder, 12MP Wide and 48MP Zoom Camera, 640x512 Radiometric Thermal, BS30 Charging Station, USB Charger & Cable for Controller, Propellers, Carrying Case, 1 Year DJI Care Enterprise Basic Protection Plan, 1 Standard Maintenance Service.		
	Total Price for the above equipment:	$ 8,530.05	$ 34,120.20
32	DJI TB30 Intelligent Flight Battery	$ 312.55	$ 10,001.60
4	DJI WB37 Intelligent Battery for RC Plus Controller	$ 56.05	$ 224.20
4	DJI RC Plus Strap Bracket Kit	$ 37.05	$ 148.20
	Discount Offered	$ -	$ -
	Subtotal		**$ 44,494.20**
	Shipping		$ -
	Washington State Sales Tax @ 8.7%		$ 3,870.995
	Total Proposal Amount		**$ 48,365.195**

Proposal Form

Company Name: Altitude Agri Services, LLC

Address, City State: 1333 Tapteal Drive #107, Richland, WA 99352

Qty	Description	Unit Price	Extended Price
4	DJI Matrice M30T Thermal Drone Basic Combo Includes: Aircraft, DJI RC Plus Controller, Payload: Laser Range Finder, 12MP Wide and 48MP Zoom Camera, 640x512 Radiometric Thermal, BS30 Charging Station, USB Charger & Cable for Controller, Propellers, Carrying Case, 1 Year DJI Care Enterprise Basic Protection Plan, 1 Standard Maintenance Service.		
	Total Price for the above equipment:	$ 9,500.00	$ 38,000.00
32	DJI TB30 Intelligent Flight Battery	$ 329.00	$ 10,528.00
4	DJI WB37 Intelligent Battery for RC Plus Controller	$ 59.00	$ 236.00
4	DJI RC Plus Strap Bracket Kit	$ 24.00	$ 96.00
	Discount Offered	$ (2,084.00)	$ (2,084.00)
	Subtotal		**$ 46,776.00**
	Shipping		$ 342.00
	Washington State Sales Tax @ 8.7%		$ 4,099.266
	Total Proposal Amount		**$ 51,217.266**

Proposal Form

Company Name: ENTERPRISE UAS dba DSLRPros

Address, City State: 19850 Nordhoff Pl, Chatsworth, CA 91311

Qty	Description	Unit Price	Extended Price
4	DJI Matrice M30T Thermal Drone Basic Combo Includes: Aircraft, DJI RC Plus Controller, Payload: Laser Range Finder, 12MP Wide and 48MP Zoom Camera, 640x512 Radiometric Thermal, BS30 Charging Station, USB Charger & Cable for Controller, Propellers, Carrying Case, 1 Year DJI Care Enterprise Basic Protection Plan, 1 Standard Maintenance Service.		
		$ 8,979.00	
	Total Price for the above equipment:	$ 8,979.00	$ 35,916.00
32	DJI TB30 Intelligent Flight Battery	$ 329.00	$ 10,528.00
4	DJI WB37 Intelligent Battery for RC Plus Controller	$ 59.00	$ 236.00
4	DJI RC Plus Strap Bracket Kit	$ 39.00	$ 156.00
	Discount Offered	$ -	$ -
	Subtotal		**$ 46,836.00**
	Shipping		$ -
	Washington State Sales Tax @ 8.7%		$ 4,074.732
	Total Proposal Amount		**$ 50,910.732**

FREE ONE DAY IN PERSON TRAINING WORTH $3200
Firmware Upgrade Service
FREE Lifetime Customer Care & Technical Support Via Phone, Email & Chat
Enterprise Concierge Assist
Airdata Fleet Management + Streaming Bundle - 1 Drone (Free Trial)

Public Agency Name:	Benton County
Roster Type:	Vendor Roster
Date:	04/08/2024
Time:	03:33 pm
Main-Category:	Aerial Services and Equipment
Sub-Category:	Unmanned Aerial Vehicles (Drones), Unmanned Aerial Vehicles (Drones) Services

Vendor Roster Businesses:

Adorama Inc.
A Huge Production
Altitude Agri Services, LLC
B4 Development and Consulting, LLC
C & E trenching LLC
CERAU Solutions
DSLRPRos
Fidelity Solutions
General Pacific Inc.
Geotech Enironmental Equipment
Integrated Underwater Services, L.L.C.
L.N. Curtis & Sons
LAY3R1
Millennium
Model Solutions
Night Vision Outfitters, LLC
NW Utility Services LLC
PBS Engineering and Environmental Inc.
Proforce Law Enforcement
RAPT LLC
Same
The Riley Group, Inc.
TMG Services, Inc

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 30, 2024
Subject:	Scheduled Business - Request for Step Increase
Presenter:	Eric Eisinger
Prepared By:	Ginny Baddley
Reviewed By:	Eric Eisinger

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 March 7, 2023, the Board of County Commissioners adopted Resolution No. 2023-225 and 2023-226, eliminating a legal secretary position to increase pay for the hiring and retention of deputy prosecutors, including the therapeutic court prosecutor (line 1365). The therapeutic court prosecutor position has been occupied by Michelle Morales since that time. However, Ms. Morales recently left her employment with Benton County and deputy prosecutor Annie Chau has since moved into her position.

Ms. Chau is an experienced prosecutor who has been employed with the county since 2013. Due to her level of experience and her increased responsibility, the Prosecuting Attorney requests board approval for a step increase for Ms. Chau that is commensurate with her new responsibility; Ms. Chau's salary should be adjusted from 22G to 22H. This request is budget neutral and is based on: (1) the board's prior action eliminating a legal secretary position to increase funding for the therapeutic court prosecutor; (2) the requested step increase is within the budget for line 1365; and (3) the request is appropriate under the circumstances. Ms. Chau's

This request has been discussed with Administration, Human Resources and Finance.

Fiscal Impact

There is no fiscal impact as this is a budget neutral request within the Public Safety Tax Fund 1480, Dept 117 Prosecuting Attorney.

Recommendation

Recommend the Board of Benton County Commissioners to adopt the Resolution and approve the Salary Request Form as presented for Annie Chau, line 1365. Ms. Chau's salary should be adjusted from 22G to 22H.

Recommend the Board of County Commissioners adopt the Resolution and approve the Salary Request Form as presented.

Suggested Motion

I move to approve the Resolution and Salary Request Form as presented for Annie Chau.

BENTON COUNTY SALARY REQUEST FORM

EMPLOYEE/CANDIDATE Annie Chau

POSITION DPA II

OFFICE/DEPARTMENT Prosecuting Attorney

EFFECTIVE DATE May 1, 2024

UNION Non-Barg

LINE ITEM 0148101.117.00000.515.300.1365

REQUESTED SALARY $9599

BUDGETED SALARY $9274

REQUESTED GRADE AND STEP 22H

BUDGETED GRADE AND STEP 22G

BACKGROUND INFORMATION: State how this individual meets or exceeds the position requirements.

See attached.

ELECTED OFFICIAL/DEPARTMENT MANAGER

4/19/2024
DATE

BENTON COUNTY COMMISSIONERS USE ONLY

This request was Approved ☐ or Denied ☐ during the _____ Board Meeting.

CHAIR

COMMISSIONER

COMMISSIONER

On March 7, 2023, the Board of County Commissioners adopted Resolutions No2023-225 and 2023-226, eliminating a legal secretary position to increase pay for the hiring and retention of deputy prosecutors, including the therapeutic court prosecutor (line 1365). The therapeutic court prosecutor position has been occupied by Michelle Morales since that time. However, Ms. Morales recently left her employment with Benton County and deputy prosecutor Annie Chau has since moved into her position.

Ms. Chau is an experienced prosecutor who has been employed with the county since 2013. Due to her level of experience and her increased responsibility, the Prosecuting Attorney requests board approval for a step increase for Ms. Chau that is commensurate with her new responsibility. This request is budget neutral and is based on: (1) the board's prior action eliminating a legal secretary position to increase funding for the therapeutic court prosecutor; (2) the requested step increase is within the budget for line 1365; and (3) the request is appropriate under the circumstances.

As the therapeutic court prosecutor, Ms. Chau has responsibility for the county's four therapeutic court programs in the superior and district courts. The prosecutor functions as the gatekeeper for each therapeutic court program. The below information describes the current capacity of each program:

- Adult Drug Court: 60 to 90 participants at maximum capacity, currently operating with 59 Benton County participants and 5 Franklin County participants with 14 pending referrals;
- Recovery Court: 60 participants at maximum capacity, currently operating with 33 participants and 3 pending referrals;
- Mental Health Court: 60 participants at maximum capacity, currently operating with 43 participants with 3 pending referrals; and
- Veteran's Court: 30 participants with maximum capacity, currently operating with 22 participants and 3 pending referrals.

Ms. Chau attends staffing with each therapeutic court team. In addition, Ms. Chau has responsibility for handling intake, monitoring cases, attending court, conducting revocation hearings and resolving therapeutic court cases to a successful resolution or conviction. To maintain consistency, the Prosecuting Attorney has appointed Ms. Chau as the prosecutor for all four programs. While there is currently some capacity within the therapeutic courts, the programs generate a substantial amount of work. Moreover, based on the reduction in public defense attorney case caps, reducing each public defender's capacity to approximately 1/3 of the current workload, therapeutic courts will be an increasingly important tool to save public defender case points.

In conclusion, this request is budget neutral as it is within the budget for line 1365. This request is not a reclassification, and the request is appropriate to the circumstances and to account for the increased need for appropriate diversion of cases to our therapeutic courts on account of the public defender crisis.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 30, 2024
Subject:	Agreement with WA Dept. of Commerce for Premera Crisis Stabilization Grant
Presenter:	Matt Rasmussen
Prepared By:	Matt Rasmussen
Reviewed By:	Jerrod MacPherson

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

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

Summary / Background Information

In December of 2020 Benton County applied for a grant to construct a Crisis Stabilization facility as part of the Columbia Valley Center for Recovery project. Due to unforeseen delays related to the COVID pandemic and getting the design of the facility to a point that project funds could be spent the agreement has been on hold. With the recent progress on design of the facility the County is ready to begin executing the various grants it has received through the Department of Commerce. This grant has the earliest expiration date so it is being processed first.

The Prosecutors office was unable to approve the contract as to form. They have relayed those concerns to the Commissioners.

Fiscal Impact

This grant is for $1,000,000 and is part of the overall project budget of $28,500,000 of which $17,800,000 is from State and Federal grants.

Recommendation

Staff recommends that the Board approve the grant agreement.

Suggested Motion

I move to approve the agreement between Benton County and the Washington State Department of Commerce for the Premera Crisis Stabilization grant in the amount of one-million dollars and authorize the chairman to execute the agreement digitally.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN BENTON COUNTY AND THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR THE PREMERA CRISIS STABILIZATION GRANT

WHEREAS, Benton County applied for, and received, a grant of $1,000,000 to help with the cost of constructing a Crisis Stabilization Unit as part of the Columbia Valley Center for Recovery project; and

WHEREAS, in order to receive reimbursement for eligible project expenses the County must enter into an agreement with he Washington State Department of Commerce; and

WHEREAS, the agreement must be executed digitally via the docusign program used by the Department of Commerce. **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington hereby approves the agreement with the Washington State Department of Commerce for the Premera Crisis Stabilization grant in the amount of $1,000,000; and

BE IT FURTHER RESOLVED, that the Chairman of the Board be, and hereby is, authorized to execute said agreement digitally on behalf of Benton County.

Dated this 30th 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: Matt Rasmussen
cc:

Grant to:

Benton County

through

The Behavioral Health Facilities Program

For:

Benton County– Three Rivers Behavioral Health Crisis & Recovery Center

Start date: Upon Final Signature

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Attachment A - Scope of Work

Attachment B - Budget

Attachment C - Availability of Funds

Attachment D - Certification of Prevailing Wages

FACE SHEET

Grant Number: 21-65510-004

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit

1. GRANTEE	**2. GRANTEE Doing Business As (optional)**
Benton County 7122 W Okanogan Place, STE E330 Kennewick, Washington 99336	
3. GRANTEE Representative	**4. COMMERCE Representative**
Matt Rasmussen Deputy County Administrator (509)786-5600 EXT 5646 matt.rasmussen@co.benton.wa.us	Paris Rogers Project Manager P.O. Box 42525 (360)725-2975 (360)878-4989 1011 Plum Street SE paris.rogers@commerce.wa.gov Olympia, WA 98504-2525

5. Grant Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$1,000,000.00	**Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	Upon Final Signature	6/30/2024

9. Federal Funds (as applicable)	**Federal Agency**	**CFDA Number**
N/A	**N/A**	**N/A**

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
9166001296	SWV0000322	035-000-971	**N/A**

14. Grant Purpose

The outcome of this performance-based contract is that Premera funds will be used for architectural and engineering design services and renovation for an existing Benton County owned building to become a crisis behavioral health treatment facility as referenced in Attachment A – Scope of Work, in accordance with the proposed capital construction project as described in the Winter 2020 *Behavioral Health Premera: Crisis Stabilization Facilities* application.

COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Certification of Availability of Funds to Complete the Project, Attachment "D" – Certification of the Payment and Reporting of Prevailing Wages, and applicable Behavioral Health Facilities Program Guidelines (as they may be revised from time to time).

FOR GRANTEE	**FOR COMMERCE**
_____ Jerome Delvin, Chairman, Board of County Commissioners	_____ Mark K. Barkley, Assistant Director Local Government Division
_____ Date	_____ Date

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS CONTRACT, entered into by and between Benton County (a county government entity) (hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to provide financial and technical assistance to the communities of the state; to assist in improving the delivery of federal, state and local programs; and to provide communities with opportunities for productive and coordinated development beneficial to the wellbeing of communities and their residents; and

WHEREAS, COMMERCE and PREMERA Blue Cross, a not-for profit, independent licensee of the Blue Cross Blue Shield Association joined in partnership August 12, 2020 for the purpose of establishing and operating a competitive grant program to provide capital construction funding to community providers of crisis stabilization behavioral health services who serve rural areas throughout the state; and

WHEREAS, the establishment and operation of a grant program, in accordance with the Agreement reached between COMMERCE and PREMERA, will be beneficial to COMMERCE in implementing its authority, and the outcomes of this funding will have impact beyond the agency itself; and

WHEREAS, PREMERA has provided six-million dollars to COMMERCE to administer in such a grant program, (the “BHF-Premera Grant Funds”); and

WHEREAS, the Agreement between Commerce and Premera stipulates that the GRANTEE is eligible to receive funding for equipment, construction or rehabilitation (a venture hereinafter referred to as the “Project”).

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed **$1,000,000.00** for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such sources may consist of a combination of any of the following:

i) Eligible Project expenditures prior to the execution of this contract.

ii) Cash dedicated to the Project.

iii) Funds available through a letter of credit or other binding loan commitment(s).

iv) Pledges from foundations or corporations.

v) Pledges from individual donors.

vi) Grants or loans from other public funding sources.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this subsection do not apply to capital projects funded in whole or in part with BHF-Premera Grant funding. For the avoidance of doubt, securitization provisions that may be a condition of other funding may apply and nothing in this section should be interpreted to prevent the Grantee from consenting to such requirements.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

The provisions of this subsection do not apply to capital projects funded in whole or in part with Premera Grant funds.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for work beginning on or after October 28, 2020. Eligible project expenditures are in the following cost categories:

A. Construction costs including, but not limited to, the following:
Site preparation and improvements;
Permits and fees;
Labor and materials;
Taxes on Project goods and services;
Information technology infrastructure; and
Landscaping.

B. Design, engineering, architectural and planning;

C. Construction management and observation (from external sources only). This is onsite management and/or supervision of the work site and workers. This does not include work performed by off-site consultants or consultant organizations, grant writers, or employees of the grantee, unless the employee is hired solely and specifically to perform on-site construction management as defined above;

D. Equipment costs associated with establishment of facilities including, but not limited to, the following:

Major appliances;
Facility specific equipment (such as medical beds or recliners) that are considered assets and will be depreciated over time. The item must have a useful life of at least 13 (thirteen) years;
Furniture that is permanently affixed to the building or property. The item must be considered an asset and have a useful life of at least 13 years; and
Information technology and patient-security systems infrastructure.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for 100% of eligible Project expenditures, up to the maximum payable under this contract. Reimbursement will be made in accordance with OFM guidelines for capital expenditures. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, but no later than fifteen (15) days following the end of the agreement between COMMERCE and PREMERA, June 30, 2024.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

9. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Property Insurance. The GRANTEE shall keep the Property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Throughout the term of this Contract such insurance shall cover the following hazards:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

The State of Washington Department of Commerce, its agents, officers and employees shall be specifically named as loss payee or additional insureds on all policies and all policies shall be primary to any other valid and collectable insurance.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Program Guidelines, as revised

11. REDUCTION IN FUNDS

In the event funds provided to COMMERCE by PREMERA for the work contemplated under this contract are withdrawn, reduced, or limited in any way during the contract period the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly. Commerce reserves the right to terminate the contract in the event funding is withdrawn.

12. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

13. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.

B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section, provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.

C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the COMMERCE the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the Contract. Repayment shall be made pursuant to Section 19 (Recapture provision).

14. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.

B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to COMMERCE the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the Contract. Repayment shall be made pursuant to Section 19 (Recapture Provision).

15. MODIFICATION TO THE PROJECT BUDGET

A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).

B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.

C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

16. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify “The Department of Commerce” and “Premera Blue Cross” as participants.

17. HISTORICAL AND CULTURAL ARTIFACTS

In the event that historical or cultural artifacts are discovered at the Project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation. In the event that human remains are encountered at the Project site during construction, the GRANTEE shall immediately stop work and provide notification pursuant to RCW 68.50.

18. REAPPROPRIATION

The provisions of this subsection do not apply to capital projects funded in whole or in part with BHF-Premera Grant fund.

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

19. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 27 of the General Terms and Conditions.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

21. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Department of Commerce.

C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.

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

E. "State" shall mean the state of Washington.

F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate subcontract with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

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

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. AUDIT

A. General Requirements

GRANTEE's are to procure audit services, annually, based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;

2. All material produced by the GRANTEE that is designated as “confidential” by COMMERCE; and

3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of GRANTEE’S discovery of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the “Disputes” clause of this Grant.

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the

performance of the contract. “Claim” as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor’s obligation to indemnify, defend, and hold harmless includes any claim by Contractor’s agents, employees, representatives, or any subcontractor or its employees.

The Contractor’s obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE GRANTEE

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

18. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I’s rights to collect from the GRANTEE.

19. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

A. Public Works, RCW 39.04

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

G. Open public meetings act, Chapter 42.30 RCW.

H. Public records act, Chapter 42.56 RCW.

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

20. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this Contract shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

23. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

(i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

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

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

24. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

25. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington, COMMERCE's name, or PREMERA's name is mentioned, or language used from which the connection with the state of Washington's, COMMERCE's, or PREMERA's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

26. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

27. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

28. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

29. RIGHT OF INSPECTION

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

30. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the

Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

31. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

32. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

33. SUBGRANTING/SUBCONTRACTING

A. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

B. Data Collection - Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

34. SURVIVAL

The terms, conditions and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

35. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

36. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement

or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a “Termination for Convenience” if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the

Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

39. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE.

A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.

C. If any AGENCY property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

40. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by the Authorized Representative of COMMERCE.

Scope of Work

"Premera funds will be utilized to pay for architectural and engineering services, including but not limited to; architectural and engineering design, space planning and programming, engineering studies necessary for the evaluation of existing facility conditions, and other such related services as necessary to complete the renovation of a portion of an existing hospital facility (no longer in use) owned by Benton County to create a 16 bed inpatient facility for Crisis Stabilization located at 900 S Auburn Street, Kennewick, WA 99336

Funds will also be used to pay for the costs of permits, construction review services through the Washington State Department of Health and other plan review and related construction costs necessary to complete the project.

Milestones

Milestone	NA	Date Achieved if Complete	Proposed Date of Completion	Comments
Site Control Finalized		11/01/2022		
DOH Construction Review Application Submitted			3/12/2024	
Design Final			12/31/2024	Design Build
Construction Budget Final			6/30/2024	Design Build
Equipment Budget Final			6/30/2024	Design Build
Binding Agreements w/Contractors Finalized			6/30/2024	Design Build
Start Date for Construction			6/30/2024	Design Build
Completion Date of Construction			12/31/2025	
BHA Licensure			12/31/2025	
Other Licensure/Certification for Applicable BH Services			12/31/2025	
Service and/or Operations Contracts Finalized			09/30/2024	
First-Date of Operation			01/31/2026	

The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE

Attachment B

Project Budget

Line Item	Premera Amount	Other Funding Amount	Total Funding Amount
Architecture & Engineering	$894,963	$0	$894,963
Site Acquisition	$0	$400,000	$400,000
Construction Cost	$25,000	$6,900,000	$6,925,000
Construction Management	$0	$50,000	$50,000
Capitalized Equipment	$0	$350,000	$350,000
WA State Sales Tax	$80,037	$630,750	$710,787
Sub-Totals:	**$1,000,000**	**$8,330,750**	$9,330,750
Total Project Budget Amount:			**$9,330,750**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE

Attachment C

Certification of the Availability of Funds to Complete the Project

Funding Sources: Types of Funds	BHF Current Awards Amount	Other Funding Source Amount
State BHF Program Funds		
Current Award- BHF-Premera Funds	$1,000,000	
State BHF Program Funds		
Other Contract Award-Commerce's BHF Competitive Grant		
Other Contract Award-State DA	$1,498,650	
Non-State & Other State Program Funds		
2022 Congressional Directed Spending		$2,000,000
County-ARPA Funds		$3,000,000
County-Capital Project Fund		$400,000
County-Behavioral Health Fund		$1,500,000
Sub-Total	**$2,498,650**	**$6,900,000**
Total of Funds Available for BHF Funded Project		**$939,8650**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

_____
GRANTEE

_____
TITLE

_____
DATE

Attachment D

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, , including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE’S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE’s governing body as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE