



## Agenda – Board of County Commissioners

To view items in detail,  
click highlighted areas.

Regular Board of Commissioners Meeting  
Tuesday, February 14, 2023 9:00 AM  
Benton County Courthouse, Prosser, WA

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

### Call to Order

### Pledge of Allegiance

Approval of Minutes: February 7, 2023

### Review Agenda

### Public Comment

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

### Consent Agenda

#### Cares Act/ARPA

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

#### Commissioners

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

#### Coroner

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

#### Facilities

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

#### Information Technology

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

#### Office of Public Defense

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

## Public Safety

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

## Public Works

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

## Purchasing

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

## Sheriff

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

## Superior Court

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

## **Scheduled Business**

**Memorandum** of Understanding w/US Marshalls for Violent Offender Task Force for Funding Reimbursement ~ K Gillies & Commander Cantu

**Grant** and Contract w/WA State Health Care Authority ~ Chief Guerrero & Lt. Kist

**Reorganization** of Information Technology Department ~ R Heard

- Amendment I w/Council 2, Local 874HC, Representing Courthouse Employees
- Reorganizing GIS Positions
- Line Item Transfer, Fund No. 5020; Dept No. 000 for Wages & Benefits
- Line Item Transfer, Fund No. 0010, Dept. No. 131 for Wages

## **Other Business**

## **Adjournment**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Benton County Courthouse, Prosser, WA  
Tuesday, February 7, 2023, 9:00 a.m.  
*Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx*

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy County Administrator Matt Rasmussen; Carlee Nave, HR Manager; Greg Wendt, Community Development Director; Adam Fyall, Sustainable Development Manager; Clerk Josie Delvin; DPA Ryan Brown; DPA Steve Hallstrom; Robert Heard, IT Manager; District Court, Judy Docken; Amanda Watts, District Court Administrator/Trainee; Fairgrounds Events Manager Tom French; Chief Deputy Auditor Lorene Roe

**Pledge of Allegiance**

The Board recited the Pledge of Allegiance.

**Approval of Minutes**

The Minutes of January 31, 2023 were approved.

**Agenda Review**

The following items were added to the agenda:

- Executive Session – Potential Litigation

**Public Comment**

Tina Gregory, from the Kennewick Administration Building, discussed Governor Inslee and his climate lies. Ms. Gregory indicated that enforcing more taxes is not sustainable and indicated that current taxes needed to be fought locally.

Nicole Carby, via Webex, indicated that she had provided the Board information from Carby Consulting L.L.C. on August 1, 2022 and polled the Board on receiving that information. She

indicated that she would be sending another email in the near future and would like a response. Ms. Carby also questioned an item on the agenda for discussing Clerk Josie Delvin's performance and the Board clarified that it was not Ms. Delvin's performance rather an employee of hers. Ms. Carby mentioned that Ms. Delvin also received the email in May 2022. She indicated that she lives in Kennewick and is a whistleblower.

### Consent Agenda

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

#### Auditor

- a. Interlocal Agreement w/Finley School District for Ballot Box @ Finley Middle School

#### Commissioners

- b. Line Item Transfer, Fund No. 1570, Dept. 000 for Historic Sheriff's Office Display Project

#### Human Resources

- c. Creating Job Classification & Establishing the Salary Grade for the Building Inspector III Position in the Building Department

#### Information Technology

- d. Reauthorizing Purchase of Computers, Printers, Network Devices, Software, Maintenance & Support; Amending Resolution 2016-089

#### Office of Public Defense

- e. Amending Superior Court Public Defense Agreement w/Thomas Atwood
- f. Amending Superior Court Public Defense Agreement w/Keith Hilde
- g. Amending Superior Court Public Defense Agreement w/Nicholas Blount
- h. Amending Superior Court Public Defense Agreement w/Karla Kane
- i. Amending Superior Court Public Defense Agreement w/Ian Sinclair
- j. Amending Superior Court Public Defense Agreement w/Katherine Kelly
- k. Amending Superior Court Public Defense Agreement w/Allyson Dahlhauser
- l. Amending Superior Court Public Defense Agreement w/Brian Hultgrenn
- m. Amending Superior Court Public Defense Agreement w/Asa LaMusga
- n. Amending Superior Court Public Defense Agreement w/Eric Scott for UGA
- o. Amending Superior Court Public Defense Agreement w/Eric Scott for Preliminary Appearance
- p. Amending Superior Court Public Defense Agreement w/Dennis Hanson
- q. Amending District Court Public Defense Agreement w/Shelly Ajax
- r. Amending District Court Public Defense Agreement w/John Gleason
- s. Amending District Court Public Defense Agreement w/Adrienne Farabee
- t. Amending District Court Public Defense Agreement w/Heather Carlson
- u. Amending District Court Public Defense Agreement w/Robert Moser
- v. Amending District Court Public Defense Agreement w/Megan Killgore
- w. Superior Court Public Defense Agreement w/Janell Felsted for Uniform Guardianship Act Cases
- x. Early Termination of Superior Court Public Defense Agreement w/Michelle Alexander
- y. District Court Public Defense Agreement w/Michelle Alexander

#### Purchasing

- Z. Purchase Agreement w/Waxie's Enterprises for Janitorial Supplies
- aa. Award of Sign Materials From National Barricade & Sign Company
- bb. Increase to Amount Needed for Emergency Fire Watch Services @ Former KGH Site; Amending Resolution 2023-071

### Sheriff

- cc. Intergovernmental Agreement w/WA State Parks & Recreation Commission for Boating Safety & Educational Services
- dd. Contract w/Chong Bak dba Columbia Cleaners for Dry Cleaning & Laundry Services for Corrections and Sheriff's Office
- ee. Contract w/Kenneth Cole Counseling for Psychological Evaluations
- ff. Interagency Agreement w/Klickitat County to Commission Benton County Deputy Brian Ohler
- gg. Subrecipient Federal Financial Assistance Grant Agreement w/WA State Parks & Recreation Commission

### Superior Court

- hh. Updating Superior Court Commissioners' Compensation & Benefits; Rescinding Resolution 2022-2022-576

### **Tri-Cities Regional Chamber of Commerce Business Resource Initiative Update**

Adam Fyall introduced Tracie Booth from the Tri-Cities Regional Chamber of Commerce who updated the Board on the Business Resource Initiative. The Chamber last visited the Board in June 2022 and was providing an update on the following:

#### Round One:

- October – application period
- November – scoring period
- December – evaluation period
- Round One Responses
- Applications Received by City
- Applicant Demographics
- Applicant Business Sectors Represented
- Applications by Grant Award Options
- Phase Two Timeline – outreach started in January and will go through April for Awards
- Business Resource Navigator

Ms. Booth thanked the Commissioners and staff.

Commissioner Delvin asked who made up the evaluation panel; however, that information is not released publicly.

Commissioner McKay questioned how the percentage rate was broken down.

### **Rural County Capital Fund Update & Port of Kennewick Disbursement Agreement**

Mr. Adam Fyall updated the Board on the Rural County Capital Fund program; specifically on the following:

- Information Portal – on the website
- Thanked the review team

- Fund Balances
- Future of “Point 09”
  - HB 1267

Mr. Fyall introduced Tim Arntzen and Tana Bader Inglima with the Port of Kennewick who requested Commissioners approve the \$3.4 million disbursement agreement with the Port through the Rural County Capital Fund. Mr. Arntzen also indicated that these funds would be used for the Vista Field Southern Gateway and Hangar Transformation Project. The application for this project calls for the substantial renovation of two of three remaining hangars at Vista Field for expanded commercial uses and other public benefits. Mr. Arntzen indicated that they currently have 20 acres for sale with several letters of intent and the funds would be used for stage preparations, pop-up events, dance classes and restrooms. The Port showed a PowerPoint including aerial views of 3 hangars and outdoor spacing.

Ms. Bader Inglima appreciated the previous investment for Phase 1 and this next phase is for the transformation of future investments with job opportunities and asked the Board for their continued support.

Commissioner Alvarez referred back to slide 9 and questioned the parking to make sure there was sufficient parking and pedestrian crossing. Mr. Arntzen indicated that there was parking to the north and east side with additional future parking being addressed.

**MOTION:** Commissioner Delvin moved to execute the disbursement agreement with the Port of Kennewick for the Vista Field Southern Gateway and Hangar Transformation Project, authorizing the Chair to sign said agreement. Commissioner Alvarez seconded and upon vote, motion carried.

### **Tri-Cities Racing Association Contract Discussion**

Tom French discussed the current contract with Tri-City Racing Association for horse racing at the Benton County Fairgrounds. Mr. French indicated that the contract was set from February 1, 2022 to December 31, 2024; however, the Tri-City Racing Association did not meet the obligations of the contract in 2022 by not providing the required insurance which resulted in no racing or training activities being allowed. Mr. French indicated that Tri-City Racing Asso. was notified on January 13, 2023 that if the required insurance for the 2023 racing season was not provided by January 31, 2023, the contract would be terminated. There has been no response. Mr. French was recommending the termination of the contract.

Commissioner Delvin worked on this contract over the years and indicated they struggled to put the races on which tied up the area for five months and that was a concern. He thought there could be better use for the space; but was not against redoing another contract for a shorter time. Commissioner McKay would like to explore other uses such as monster truck events.

**MOTION:** Commissioner Delvin moved to approve the resolution authorizing the Chair to sign the attached termination letter for the contract between Tri-City Racing Association and Benton County as presented due to contract non-compliance for failure to provide all certificates of

insurance and endorsements, as required in Section 11 of the contract in question. Commissioner Alvarez seconded and upon vote, motion carried.

**Other Business**

Commissioner Delvin indicated that he testified on two senate bills this past week; the 09 bill and county meetings bill. He also attended the EFSEC, wind farm meeting which had a good turnout.

**Executive Session – Review Performance of a Public Employee**

The Board went into an executive session at 9:47 a.m. for up to 10 minutes with Clerk Josie Delvin to review the performance of a public employee. Also present were Commissioner Alvarez via/telephone, Jerrod MacPherson, Matt Rasmussen, Marilu Flores and Carlee Nave.

The Board came out at 9:54 a.m. No decisions were made in executive session.

**MOTION:** Commissioner Delvin moved to approve the Salary Request Form as presented for Jane Dickhoff. Commissioner Alvarez seconded and upon vote, the motion carried.

The Board went into an executive session for potential litigation at 9:54 a.m. for 10 minutes with DPA Steve Hallstrom. Also present were Commissioner Alvarez via/telephone, Jerrod MacPherson, Matt Rasmussen, Marilu Flores and Carlee Nave. The Board came out at 10:05 and went in for an additional 10 minutes.

The Board came out at 10:13 am. No decisions were made in executive session; but direction was given.

**Accounts Payable**

Check Date: 01/27/23

Warrants #242224-242416

Total of all Funds: \$2,530,306.90

Wire Transfers: 451, 458-459, 464

EFT: 259-282

Total of all Funds \$160,389.42

Check Date: 01/31/23

EFT: 283

Total of all Funds: \$2,200

**Resolutions**

2023-109: Interlocal Agreement w/Finley School District for Ballot Box @ Finley Middle School

2023-110: Line Item Transfer, Fund No. 1570, Dept. 000 for Historic Sheriff's Office Display Project

- 2023-111: Creating Job Classification & Establishing the Salary Grade for the Building Inspector III Position in the Building Department
- 2023-112: Reauthorizing Purchase of Computers, Printers, Network Devices, Software, Maintenance & Support; Amending Resolution 2016-089
- 2023-113: Amending Superior Court Public Defense Agreement w/Thomas Atwood
- 2023-114: Amending Superior Court Public Defense Agreement w/Keith Hilde
- 2023-115: Amending Superior Court Public Defense Agreement w/Nicholas Blount
- 2023-116: Amending Superior Court Public Defense Agreement w/Karla Kane
- 2023-117: Amending Superior Court Public Defense Agreement w/Ian Sinclair
- 2023-118: Amending Superior Court Public Defense Agreement w/Katherine Kelly
- 2023-119: Amending Superior Court Public Defense Agreement w/Allyson Dahlhauser
- 2023-120: Amending Superior Court Public Defense Agreement w/Brian Hultgrenn
- 2023-121: Amending Superior Court Public Defense Agreement w/Asa LaMusga
- 2023-122: Amending Superior Court Public Defense Agreement w/Eric Scott for UGA
- 2023-123: Amending Superior Court Public Defense Agreement w/Eric Scott for Preliminary Appearance
- 2023-124: Amending Superior Court Public Defense Agreement w/Dennis Hanson
- 2023-125: Amending District Court Public Defense Agreement w/Shelley Ajax
- 2023-126: Amending District Court Public Defense Agreement w/John Gleason
- 2023-127: Amending District Court Public Defense Agreement w/Adrienne Farabee
- 2023-128: Amending District Court Public Defense Agreement w/Heather Carlson
- 2023-129: Amending District Court Public Defense Agreement w/Robert Moser
- 2023-130: Amending District Court Public Defense Agreement w/Megan Killgore
- 2023-131: Superior Court Public Defense Agreement w/Janell Felsted for Uniform Guardianship Act Cases
- 2023-132: Early Termination of Superior Court Public Defense Agreement w/Michelle Alexander
- 2023-133: District Court Public Defense Agreement w/Michelle Alexander
- 2023-134: Purchase Agreement w/Waxie's Enterprises for Janitorial Supplies
- 2023-135: Award of Sign Materials From National Barricade & Sign Company
- 2023-136: Increase to Amount Needed for Emergency Fire Watch Services @ Former KGH Site; Amending Resolution 2023-071
- 2023-137: Intergovernmental Agreement w/WA State Parks & Recreation Commission for Boating Safety & Educational Services
- 2023-138: Contract w/Chong Bak dba Columbia Cleaners for Dry Cleaning & Laundry Services for Corrections and Sheriff's Office
- 2023-139: Contract w/Kenneth Cole Counseling for Psychological Evaluations
- 2023-140: Interagency Agreement w/Klickitat County to Commission Benton County Deputy Brian Ohler
- 2023-141: Subrecipient Federal Financial Assistance Grant Agreement w/WA State Parks & Recreation Commission
- 2023-142: Updating Superior Court Commissioners' Compensation & Benefits; Rescinding BC Resolution 2022-576 and FC Resolution 2022-208
- 2023-143: Rural County Capital Fund Disbursement Agreement with the Port of Kennewick for the "Vista Field Southern Gateway & Hangar Transformation" Project

2023-144: Termination Letter for the Contract between Tri-City Racing Association and Benton County

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

---

Clerk of the Board

---

Chairman

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: 139

TRANSFER TO: 139

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5131000	54103	Professional Services	\$88,430	5153510	51905	Temporary Help	\$43,646
				5153510	51925	Overtime	\$35,000
				5153510	52102	Social Security	\$6,016
				5153510	52104	Retirement	\$3,590
				5153510	52119	Paid Family Leave Act	\$178
<b>TOTAL</b>			<b>\$88,430</b>	<b>TOTAL</b>			<b>\$88,430</b>

**Explanation:**

Correction to allocate budget for Temporary Help and Overtime as originally approved by Resolution 2021-631. The allocation was missed in the baseline budget process for 2023/2024

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Member

\_\_\_\_\_ Member

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	Feb. 14, 2023
<b>Subject:</b>	Appointment of Jessie Wagnon to the Mid-Columbia Libraries Board of Trustees
<b>Presenter:</b>	
<b>Prepared By:</b>	Peggy Brown
<b>Reviewed By:</b>	Marilu Flores
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

## Summary / Background Information

The Mid-Columbia Libraries Board of Trustees has a vacancy on its Board due to a resignation and needs someone to fill the unexpired term ending December 31, 2029.

## Fiscal Impact

## Recommendation

Adopt the joint resolution in appointing Jessie Wagnon to the Mid-Columbia Libraries Board of Trustees with term expiring December 31, 2029.

## Suggested Motion

Consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2023-032

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

IN THE MATTER OF APPROVING THE APPOINTMENT OF JESSIE WAGNON TO THE MID-COLUMBIA LIBRARIES BOARD OF TRUSTEES TO FILL A FULL TERM FOR IVONE GUILLEN WHOSE PARTIAL TERM EXPIRED DECEMBER 31, 2022.

WHEREAS, Ivone Guillen has resigned as a member of the Mid-Columbia Libraries Board of Trustees, 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 Jessie Wagon to fill the unexpired term; **NOW, THEREFORE,**

**BE IT RESOLVED** the Boards of Commissioners of Benton and Franklin Counties hereby approve the appointment of Jessie Wagon to the Board of Trustees of Mid-Columbia Libraries, with said term expiring on December 31, 2029.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

Dated this 31 day of JANUARY, 2023


BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro Tem

  
\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

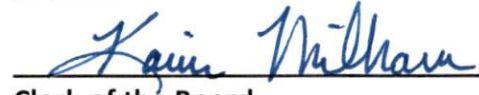
Constituting the Board of County Commissioners of Benton County, Washington

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Clerk of the Board

cc: MCL; file



**Keewaydin Park Branch**

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

January 18, 2023

Franklin County Commissioners  
Franklin County Courthouse  
PO Box 1451  
Pasco, WA 99301

Dear Commissioners:

The Mid-Columbia Libraries Board of Trustees has a vacancy on its Board due to the resignation of Ivone Guillen. Ms. Guillen's resignation leaves a vacancy for a full seven-year term commencing January 1, 2023 and ending December 31, 2029.

The Library Board advertised this position and has completed the interview process. On January 17, 2023, the Library Board unanimously recommended Jessie Wagnon.

The Board of Trustees for Mid-Columbia Libraries is requesting a joint resolution appointing Benton County/West Richland resident Jessie Wagnon to the Board to fill a full term ending on December 31, 2029.

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

Sincerely,

  
Erin Meneely  
Operations Director

cc: Benton County Commissioners

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023	
<b>Subject:</b>	Amending Resolution 2021-006 Regarding the Interlocal Agreement with Snohomish County Medical Examiner's Office for Forensic Pathology Services	
<b>Presenter:</b>		
<b>Prepared By:</b>	Lisa Small	
<b>Reviewed By:</b>	Coroner Leach; Purchasing Department	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

## Summary / Background Information

Per Resolution 2021-006 dated January 12, 2021 the Board of Benton County Commissioners agreed to enter into an Interlocal Agreement with Snohomish County Medical Examiner's Office for pathology services for the Benton County Coroner's Office with a term effective January 1, 2021 through December 31, 2023.

A discrepancy has been discovered on Resolution 2021-006 showing an incorrect expiration date of December 31, 2022.

The Benton County Coroner recommends amending Resolution 2021-006 to correct the expiration date to December 31, 2023.

## Fiscal Impact

N/A – There are no financial obligations associated with amending this Resolution.

## Recommendation

Approve the attached Resolution amending Resolution 2021-006 to correct the expiration date for the Interlocal Agreement with Snohomish County Medical Examiner's Office for forensic pathology services for the Benton County Coroner's Office. Said agreement shall be effective January 1, 2021 through December 31, 2023.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AMENDING RESOLUTION 2021-006 REGARDING THE INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY CORONER AND SNOHOMISH COUNTY MEDICAL EXAMINER'S OFFICE FOR FORENSIC PATHOLOGY SERVICES**

**WHEREAS**, per Resolution 2021-006 dated January 12, 2021 the Board of Benton County Commissioners agreed to enter into an Interlocal Agreement with Snohomish County Medical Examiner's Office for pathology services for the Benton County Coroner's Office with a term effective January 1, 2021 through December 31, 2023; and

**WHEREAS**, a discrepancy has been discovered on Resolution 2021-006 showing an incorrect expiration date of December 31, 2022; and

**WHEREAS**, the Benton County Coroner recommends amending Resolution 2021-006 to correct the expiration date to December 31, 2023; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Benton County Coroner's recommendation and hereby amends Resolution 2021-006 to correct the expiration date for the Interlocal Agreement with Snohomish County Medical Examiner's Office for forensic pathology services for the Benton County Coroner's Office; and

**BE IT FURTHER RESOLVED**, said Interlocal Agreement shall be effective January 1, 2021 through December 31, 2023.

Dated this 14th day of February, 2023

---

Chairman of the Board

---

Member

---

Member

Attest: \_\_\_\_\_  
Clerk of the Board

**RESOLUTION 2021 006**

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

**IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN THE BENTON COUNTY CORONER AND SNOHOMISH COUNTY MEDICAL EXAMINER'S OFFICE FOR FORENSIC PATHOLOGY SERVICES**

**WHEREAS**, the Benton County Coroner's Office has utilized a contracted forensic pathologist for autopsy services when an autopsy is needed in Benton County; and

**WHEREAS**, over the past several years, when the contracted forensic pathologist has been unavailable due to scheduling conflicts or other reasons, a delay may have occurred in the performance of the autopsy if an alternate forensic pathologist is not contracted with; and

**WHEREAS**, the Benton County Coroner has made arrangements with the Snohomish County Medical Examiner's Office to perform autopsies on behalf of the Benton County Coroner, on an as needed basis, at a rate of \$1029.00 for a regular full autopsy, and a fee of \$1818.00 for a full investigative homicide or other complex autopsy;

**WHEREAS**, the Benton County Coroner knows the Snohomish County Medical Examiner's Office is a professional and well-respected office in Washington State and the Benton County Coroner has used the services of the Snohomish County Medical Examiner's office previously and wishes to continue using them, and thus recommends the Benton County Commissioners enter into an interlocal agreement for said services;

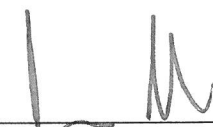
**NOW THEREFORE,**

**BE IT RESOLVED** the Board of County Commissioners, Benton County, Washington hereby agrees to enter into an Interlocal Agreement with Snohomish County Medical Examiner's Office for forensic pathology services for the Benton County Coroner's Office for a service fee of \$1029.00 for a regular full autopsy, and a fee of \$1818.00 for a full investigative homicide or other complex autopsy;

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

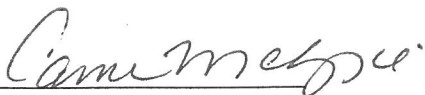
**BE IT FURTHER RESOLVED** that this shall be effective January 1, 2021 through December 31, 2022.

Dated this 12 day of January, 2021

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Chairman Pro-Tem

  
\_\_\_\_\_  
Member

Attest:   
\_\_\_\_\_  
Clerk of the Board

Constituting the Board of County Commissioners  
of Benton County, Washington

**INTERGOVERNMENTAL AGREEMENT FOR MEDICAL EXAMINER SERVICES  
BETWEEN  
SNOHOMISH COUNTY AND BENTON COUNTY**

This Intergovernmental Agreement for Medical Examiner Services between Snohomish County and Benton County ("the Agreement"), is made this 3rd day of November 2020, by and between Snohomish County, a political subdivision of the State of Washington ("Snohomish County") and Benton County, a political subdivision of the State of Washington ("Benton County").

WHEREAS, Snohomish County has an established medical examiner system of death investigation and is capable of providing regional death investigation services; and

WHEREAS, Benton County Coroner is elected by the people of Benton County and given a budget by the Benton County Board of Commissioners; and

WHEREAS, a coroner may, in any case in which he or she has jurisdiction over a body, employ a forensic pathologist to perform autopsies, render professional opinions as to the cause and manner of death, and testify under oath as to such matters; and

WHEREAS, Benton County and its Coroner have determined that it is in the best interest of Benton County to contract with Snohomish County to provide such death investigation services on an as requested basis; and

WHEREAS, Snohomish County wishes to provide such death investigation services to Benton County; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract with one another to perform functions that each may individually perform.

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

**1.0 SCOPE OF SERVICES**

**1.1** Snohomish County, through its Medical Examiner, shall provide death investigation services to Benton County as requested and directed in writing by

the Benton County Coroner. On request, the death investigation services provided by the Snohomish County Medical Examiner shall include:

- Post mortem examinations by a board-certified forensic pathologist, including necessary photographs, x-rays, microscopic tissue examination, anthropological examination, dental examination, and collection of samples for toxicological testing.
  - Assistance in notifying and coordinating death investigations with other local, state, federal, and foreign departments with concurrent jurisdiction, including the National Transportation Safety Board, Federal Aviation Administration, and United States Customs.
  - Safekeeping, accounting, and return of personal property delivered to the Snohomish County Medical Examiner back to Benton County.
  - Toxicology specimen collection, handling, retention and disposition will be performed as specified in the Snohomish County Medical Examiner's Office Pathology and Policy and Procedure manual.
    - a. DNA spots, blocks and slides will be shipped to Benton County Coroner's Office upon completion of examination and certification of death.
    - b. Blood, vitreous (three months after certification) and wet tissue (one year after certification) will be disposed of at the end of the retention period unless requested to be shipped to Benton County.
  - Preparing written reports of findings and conclusions as to the cause and manner of death.
  - Preparing for and providing testimony in inquest and court proceedings.
- 1.2 In addition to providing the foregoing death investigation services, Snohomish County will use MDI Log software to record and share death investigation information. Benton County will provide death investigation information with each case and will provide Snohomish County with access to such stored information to the extent permitted by law.
- 1.3 The Benton County Coroner shall coordinate death investigation requests and activities with the Snohomish County Medical Examiner.
- 1.4 With respect to death investigations originating in Benton County, the functions performed by the Benton Coroner shall include, but not be limited to:
- Body transport to and from the Snohomish County Medical Examiner facility shall be arranged by and paid for by Benton County.
  - Determining when to assume jurisdiction in any death case.

- Administering the non-jurisdiction-assumed (NJA) program.
- Safekeeping, accounting, and releasing to kin personal property delivered to the Benton County Coroner's Office.
- Maintaining records of all deaths and investigations.
- Submitting all reports of deaths as required by law.
- Notifying next-of-kin.
- Determining when to release remains to a funeral director.
- Responding to all record requests from family members and the public as permitted or required by law.
- Serving as media contact for questions relating to deaths occurring in Benton County and/or authorize the Snohomish County Medical Examiner to release information to the media.
- Arranging for the disposition of remains of indigent persons.
- Coordinating and cooperating with the Snohomish County Medical Examiner in completing grant applications relating to this regional death investigation project.

## 2.0 TERM OF AGREEMENT

The term of this Agreement shall begin on January 1, 2021, and end December 31, 2023, provided that the term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms by mutual agreement of the parties, which will be evidenced by the exchange of written letters of extension.

## 3.0 COMPENSATION

3.1 It is the intent of the parties that Snohomish County will neither suffer a loss or profit from the performance of this Agreement. The projected rate of payment to Snohomish County for the services set forth in this agreement shall be:

- A base fee of \$1029.00 per exam for death investigation services for a maximum of two (2) post-mortem examinations per week (except during pre-arranged vacation coverage for the Benton County Coroner or during a mass fatality incident).
- A fee of \$500 for each case when an autopsy is not performed.
- An additional \$1818.00 above the base fee for each death when a complex postmortem procedure or extensive evidence collection is necessary. Dental examination for identification of the deceased are provided at no-charge when using the state-funded forensic odontologist. Other services, if requested, are billed at actual cost of service.

- Toxicology shall be sent to WSP unless otherwise requested. There is no additional charge for this service.
- Benton County shall maintain an account with a private forensic laboratory and be billed directly when requesting additional postmortem forensic testing of specimens.
- \$50 per hour for investigator time and \$150 per hour for forensic pathologist time preparing for and testifying at inquest and court proceedings. Snohomish County shall keep time records in increments of one-quarter hour.
- \$50 per hour for investigator time and \$150 per hour for forensic pathologist travel time from the Office to the court testimony.
- Reimbursement for vehicle travel costs incurred by Snohomish County in traveling to and from Benton County, including parking fees, as reimbursable under the Snohomish County's Travel Policy (See SCC 3.36 and established mileage rate).

3.2 Snohomish County shall provide a monthly billing with supporting documentation to Benton County for services and expenses each month when incurred. Benton County shall pay the bill by the 15<sup>th</sup> day of each month and shall pay all documented invoices within thirty (30) days after receipt.

3.3 The fees stated in this agreement are subject to change by agreement of the parties. Snohomish County will monitor the services provided under this agreement, will adjust its billing once actual costs and expenses are known, and will credit or refund fees collected in excess of actual costs and expenses.

#### 4.0 RESOURCES

Unless otherwise provided in this Agreement, Snohomish County and Benton County each agree that it shall individually furnish the labor, equipment, facilities, and supplies required to perform its respective obligations under this Agreement. All such property shall remain the property of the provider, and the non-providing party shall not obtain any interest therein. All property used to perform Agreement obligations shall be acquired, held, and disposed of in any appropriate manner by the providing party or as provided in this Agreement.

#### 5.0 TERMINATION

Either party may terminate this Agreement by providing five (5) days' written notice to the other party. Termination shall not affect the accrued rights of either party under any other paragraph in this agreement.

## 6.0 HOLD HARMLESS AND INDEMNIFICATION

In keeping with the parties' intent that Snohomish County will neither suffer a loss or profit from this agreement, Benton County shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of any party, including any of its employees, arising out of acts or omissions of Snohomish County and its employees acting within the scope of their employment and within the terms of this Agreement. Benton County shall protect, hold harmless, indemnify, and defend Snohomish County, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever, including costs and reasonable attorney fees, arising out of the performance of this Agreement, including claims by third parties or by Benton County employees from which Benton County would otherwise be immune under TITLE 51, RCW or other law.

## 7.0 DIRECTION AND CONTROL

7.1 Snohomish County will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of Benton County. Snohomish County and its employees shall not be entitled to any benefits or rights enjoyed by employees of Benton County.

7.2 The Benton County Prosecutor shall provide deputy appointments to Snohomish County employees performing services under this Agreement for the sole purpose of providing them with authority to take official action on behalf of Benton County and to bring such action within Benton County's insurance coverage under the Washington State Counties Risk Pool. Snohomish County shall retain the right to direct and control its own activities and the activities of its employees in providing services under this Agreement.

7.3 Benton County shall have only the right to ensure performance.

## 8.0 NOTICES

All notices to be given by the parties under this Agreement shall be in writing and may either be served personally or may be deposited in the United States mail, postage prepaid, by either registered or certified mail, and if to be given to Benton County, shall be addressed to:

William Leach, County Coroner  
Benton County Coroner's Office  
7110 W. Okanogan PI #A  
Kennewick, WA 99336

or if to be given to Snohomish County, shall be addressed to:

J. Matthew Lacy, Chief Medical Examiner  
Snohomish County Medical Examiner  
9509 29<sup>th</sup> Ave. West  
Everett, WA 98204

All notices shall be effective upon the earlier of personal delivery or three (3) days after mailing.

#### **9.0 LEGAL REQUIREMENTS**

Both parties shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement.

#### **10.0 INTERGOVERNMENTAL COOPERATION ACT**

The purpose of this Agreement is for Snohomish County to provide death investigation services as provided in this Agreement. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been either filed with the County Auditor or posted on the County's Intergovernmental Agreements website.

#### **11.0 GOVERNING LAW AND VENUE**

The laws of the State of Washington shall govern this Agreement and any action at law, suit in equity, or judicial proceeding for the enforcement of any provision of this agreement shall be in the Superior Court of Snohomish County, Everett, Washington.

#### **12.0 SEVERABILITY**

Should any clause, phrase, sentence, paragraph or aspect of this agreement be declared invalid or void in its application to any person, party, or situation, all other applications as well as the remaining provisions of this agreement shall remain in full force and effect.

#### **13.0 NO THIRD PARTY BENEFICIARY**

This Agreement is made and entered into for the sole benefit of Snohomish County and the Benton County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

#### **14.0 NO JOINT VENTURE**

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.0 ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

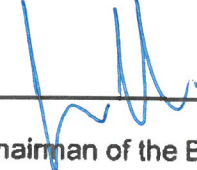
16.0 EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY

BY:  12/17/2020  
Dave Somers (Eric Parks for) Date  
Snohomish County Executive

BENTON COUNTY

 01/12/2021  
Chairman of the Board Date

RECOMMENDED FOR APPROVAL

 11/9/2020  
J. Matthew Lacy, M.D. Date  
Chief Medical Examiner

RECOMMENDED FOR APPROVAL

William Leach 11/03/2020  
William Leach Date  
County Coroner

APPROVED AS TO FORM:

 12/3/2020  
Deputy Prosecuting Attorney Date

 11/03/2020  
Deputy Prosecuting Attorney Date

Sheila Barker 12/7/2020  
Risk Management Date

Adam Morasch 11/3/2020  
Risk Management Date

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023	
<b>Subject:</b>	Payment to Young's Servicemaster, Inc.	
<b>Presenter:</b>		
<b>Prepared By:</b>	Cami McKenzie	
<b>Reviewed By:</b>	Jeff Jones	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A (If no, include reasoning for no approval)	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

## Summary / Background Information

On January 29, 2023 there was a water leak in the Benton County Sheriff's Office over the weekend, requiring emergency water extraction from the building after normal business hours in the amount of \$5,512.63, including WSST.

## Fiscal Impact

\$5,512.63 – General Fund – Dept. 110 (Facilities)

## Recommendation

Recommend the Board approve the invoice in the amount of \$5,512.63 payable to Young's Servicemaster, Inc., as presented.

## Suggested Motion

Approve as part of consent agenda.

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING PAYMENT TO YOUNG'S SERVICEMASTER, INC. FOR EMERGENCY WORK PERFORMED AT THE BENTON COUNTY SHERIFF'S OFFICE**

**WHEREAS**, on January 29, 2023 there was a water leak in the Benton County Sheriff's Office over the weekend, requiring emergency water extraction from the building after normal business hours in the amount of \$5,512.63, including WSST; and

**WHEREAS**, payment of this invoice requires Board approval since there is not currently a contract in place with Young's Servicemaster, Inc.; **NOW, THEREFORE**,

**BE IT RESOLVED** the Board of Benton County Commissioners hereby authorizes payment to Young's Servicemaster, Inc. for emergency work performed at the Benton County Sheriff's Office in the amount of \$5,512.63 including WSST.

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

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Commissioner

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington





**Young's ServiceMaster, Inc.**

Young's ServiceMaster, Inc.  
P.O. Box 4057  
West Richland, WA 99353  
509-967-3471  
Contractor License #YOUNGSM197DT  
Federal Id: 91-1000644

**BENTON-COUNTY-SHERIF**

**Emg**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - after business hours	1.00 EA	0.00	585.60	50.95	636.55
2. Water extract from carpeted floor - Cat 2 wtr- after hours	1,223.67 SF	0.00	2.72	289.57	3,617.95
3. Water extract from hrd surf flr - Cat 2 wtr - after hours	803.77 SF	0.00	1.44	100.70	1,258.13
Totals: Emg				441.22	5,512.63
<b>Line Item Totals: BENTON-COUNTY-SHERIF</b>				<b>441.22</b>	<b>5,512.63</b>



**Young's ServiceMaster, Inc.**

---

Young's ServiceMaster, Inc.  
P.O. Box 4057  
West Richland, WA 99353  
509-967-3471  
Contractor License #YOUNGSM197DT  
Federal Id: 91-1000644

**Summary for Dwelling**

Line Item Total	5,071.41
Sales Tax	441.22
<b>Replacement Cost Value</b>	<b>\$5,512.63</b>
<b>Net Claim</b>	<b>\$5,512.63</b>

---

Young, Robert



**Young's ServiceMaster, Inc.**

---

Young's ServiceMaster, Inc.  
P.O. Box 4057  
West Richland, WA 99353  
509-967-3471  
Contractor License #YOUNGSM197DT  
Federal Id: 91-1000644

**Recap of Taxes**

	<b>Sales Tax (8.7%)</b>
<hr/> <b>Line Items</b>	441.22
<hr/> <b>Total</b>	<b>441.22</b>



**Young's ServiceMaster, Inc.**

---

Young's ServiceMaster, Inc.  
P.O. Box 4057  
West Richland, WA 99353  
509-967-3471  
Contractor License #YOUNGSM197DT  
Federal Id: 91-1000644

**Recap by Room**

<b>Estimate: BENTON-COUNTY-SHERIF</b>		
<b>Emg</b>	<b>5,071.41</b>	<b>100.00%</b>
<hr/>	<hr/>	<hr/>
<b>Subtotal of Areas</b>	<b>5,071.41</b>	<b>100.00%</b>
<hr/>	<hr/>	<hr/>
<b>Total</b>	<b>5,071.41</b>	<b>100.00%</b>



**Young's ServiceMaster, Inc.**

---

Young's ServiceMaster, Inc.  
P.O. Box 4057  
West Richland, WA 99353  
509-967-3471  
Contractor License #YOUNGSM197DT  
Federal Id: 91-1000644

**Recap by Category**

<b>Items</b>	<b>Total</b>	<b>%</b>
<b>WATER EXTRACTION &amp; REMEDIATION</b>	<b>5,071.41</b>	<b>92.00%</b>
<b>Subtotal</b>	<b>5,071.41</b>	<b>92.00%</b>
<b>Sales Tax</b>	<b>441.22</b>	<b>8.00%</b>
<b>Total</b>	<b>5,512.63</b>	<b>100.00%</b>

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023	
<b>Subject:</b>	Approving the Purchase of One Precision 3571 or Comparable Model Laptop, One Thunderbolt Dock and Two 22-inch Monitors for the Moderate Risk Waste Facility from Dell Inc.	
<b>Presenter:</b>		
<b>Prepared By:</b>	Robert Heard	
<b>Reviewed By:</b>	Procurement Department, Matt Mahoney	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

## Summary / Background Information

Public Works has requested to purchase a new laptop, one dock, and two monitors for the Moderate Risk Waste Facility. Resolution 2019-753 requires that all non-budgeted devices purchased over \$500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners. Laptops and docks will be purchased from Dell Inc., an authorized Washington State vendor under Dell NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C000000010849, NASPO MNWNC-108/05815-003.

## Fiscal Impact

**Amount:**        **\$3,500 excluding WSST.**

**Fund:**            **Approved Public Works\Moderate Risk Waste Facility 2023-2024 budgeted funds.**

## Recommendation

Information Technology recommends that the Board approve the purchase of one Precision 3571 laptop or comparable model laptop, one Thunderbolt dock and two 22-inch monitors in an amount not to exceed \$3,500 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (1320).

## Suggested Motion

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF APPROVING THE PURCHASE OF ONE PRECISION 3571 OR COMPARABLE MODEL LAPTOP, ONE THUNDERBOLT DOCK, AND TWO 22-INCH MONITORS FOR THE MODERATE RISK WASTE FACILITY FROM DELL INC.**

**WHEREAS**, the Public Works' Office has made a request to purchase one laptop, one dock, and two 22-inch monitors for the Moderate Risk Waste Facility personnel; and

**WHEREAS**, Information Technology recommends purchasing one Precision 3571 or comparable model laptop, one Thunderbolt dock, and two 22-inch monitors from Dell Inc.; and

**WHEREAS**, per Resolution 2013-431, the Board approved Master Contract Usage Agreement between the State of Washington and Benton County authorizing the purchase of goods and services through the Department of Enterprise Services (DES) an agency of the State; and

**WHEREAS**, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C00000010849, NASPO MNWNC-108 /05815-003; and

**WHEREAS**, per Resolution 2019-753, the Computer Replacement Policy requires all new computer equipment over \$500 receive approval by the Board of Benton County Commissioners before purchasing;  
**NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the purchase of one Precision 3571 or comparable model laptop, one Thunderbolt dock and two 22-inch monitors for the Moderate Risk Waste Facility from Dell Inc. in an amount not to exceed \$3,500 excluding Washington State Sales Tax; and

**BE IT FURTHER RESOLVED**, newly purchased laptop and docking station will be enrolled into Central Services Replacement Fund (1320).

Dated this 14 day of February, 2023

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Commissioner

Constituting the Board of County Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000142803551.1</b>	<b>Sales Rep</b>	Charles Anglin
<b>Total</b>	<b>\$3,067.09</b>	<b>Phone</b>	(800) 456-3355, 6180469
<b>Customer #</b>	1710002	<b>Email</b>	Charles_Anglin@Dell.com
<b>Quoted On</b>	Jan. 30, 2023	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Feb. 28, 2023		BENTON COUNTY CENTRAL
<b>Contract Name</b>	Dell NASPO Computer Equipment PA - Washington		SERVICES
<b>Contract Code</b>	C000000010849		620 MARKET ST
<b>Customer Agreement #</b>	NASPO MNWNC-108 / 05815-003		PROSSER, WA 99350-1300
<b>Deal ID</b>	24388801		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Charles Anglin

### Shipping Group

Shipping To	Shipping Method
ROBERT HEARD BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300 (509) 737-3529	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3571	\$2,113.14	1	\$2,113.14
Dell Thunderbolt 4 Dock- WD22TB4	\$316.44	1	\$316.44
Dell 22 Monitor - P2222H, 54.6cm (21.5")	\$196.02	2	\$392.04

---

<b>Subtotal:</b>	<b>\$2,821.62</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$0.00</b>
<b>Taxable Amount:</b>	<b>\$2,821.62</b>
<b>Estimated Tax:</b>	<b>\$245.47</b>

---

<b>Total:</b>	<b>\$3,067.09</b>
---------------	-------------------

## Shipping Group Details

### Shipping To

ROBERT HEARD  
BENTON COUNTY CENTRAL  
SERVICES  
620 MARKET ST  
PROSSER, WA 99350-1300  
(509) 737-3529

### Shipping Method

Standard Delivery

	Quantity	Subtotal
<b>Mobile Precision 3571</b>	<b>1</b>	<b>\$2,113.14</b>

Estimated delivery if purchased today:

Feb. 15, 2023

Contract # C000000010849

Customer Agreement # NASPO MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3571 CTO	210-BDTJ	-	1	-
Intel Core i7-12800H vPro (24 MB cache, 14 cores, 20 threads, 2.40 GHz to 4.80 GHz, 45W)	379-BEUW	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
Intel Core i7-12800H vPro with NVIDIA T600 4GB, GDDR6 graphics	329-BGSE	-	1	-
NVIDIA T600, 4 GB, GDDR6	490-BHMO	-	1	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nit, non-touch, IR FHD Camera and Mic with WLAN + 4G WWAN	391-BGOO	-	1	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJG	-	1	-
16 GB, 1 x 16, 4800MHz, DDR5, Non-ECC SoDIMM	370-AGZI	-	1	-
M.2 2230 256 GB, PCIe x4 NVMe, Class 35 Solid State Drive	400-BNNC	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	1	-
Single Pointing, Finger Print Reader, Smart card reader, NFC	346-BHZT	-	1	-
Intel AX211 Wi-Fi 6/6E (up to 6GHz where available) 2x2 with Bluetooth Wireless	555-BHLT	-	1	-
6 cell, 97 WHr standard lifecycle battery	451-BCXJ	-	1	-
130W Type C Power Adapter	492-BDGH	-	1	-
Intel vPro Technology Disabled	631-ADIE	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Quick Setup Guide for Mobile Precision 3571	340-CZKO	-	1	-
Custom Configuration	817-BBBB	-	1	-
Wireless Intel AX211 WLAN Driver	555-BHOS	-	1	-
Power Cord 1M US	470-AFGV	-	1	-
Bottom cover	354-BBER	-	1	-
Packaging (DSC + 130W Adapter)	340-DBDC	-	1	-
Intel Core i7 non-vPro Processor Label	340-CUEQ	-	1	-
SupportAssist	525-BBCL	-	1	-

Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No RAID	780-BBFE	-	1	-
BTO Standard Shipment (M)	800-BBGS	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	1	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	1	-
Extended Battery Service for Years 2 and 3 of System Life	988-5552	-	1	-

<b>Quantity</b>		<b>Subtotal</b>
\$316.44	1	\$316.44

**Dell Thunderbolt 4 Dock- WD22TB4**

Estimated delivery if purchased today:  
Feb. 02, 2023  
Contract # C000000010849  
Customer Agreement # NASPO MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	1	-
Dell Limited Hardware Warranty	872-8557	-	1	-
ProSupport Advanced Exchange Service 4 Years	872-8568	-	1	-
ProSupport 7x24 Technical Support and Assistance 4 Years	872-8576	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	1	-

<b>Quantity</b>		<b>Subtotal</b>
\$196.02	2	\$392.04

**Dell 22 Monitor - P2222H, 54.6cm (21.5")**

Estimated delivery if purchased today:  
Feb. 01, 2023  
Contract # C000000010849  
Customer Agreement # NASPO MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 22 Monitor - P2222H, 54.6cm (21.5")	210-BBBW	-	2	-
Dell Limited Hardware Warranty	814-9381	-	2	-
Advanced Exchange Service, 3 Years	814-9382	-	2	-

<b>Subtotal:</b>	<b>\$2,821.62</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$245.47</b>

<b>Total:</b>	<b>\$3,067.09</b>
---------------	-------------------

# Important Notes

---

## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023	
<b>Subject:</b>	Approving the Purchase of One Precision 3571 or Comparable Model Laptop, One Thunderbolt Dock and Two 22-inch Monitors for the Public Works' Office from Dell Inc.	
<b>Presenter:</b>		
<b>Prepared By:</b>	Robert Heard	
<b>Reviewed By:</b>	Procurement Department, Matt Mahoney	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

## Summary / Background Information

Public Works has requested to purchase a new laptop, one dock, and two monitors for office use. Resolution 2019-753 requires that all non-budgeted devices purchased over \$500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners. Laptops and docks will be purchased from Dell Inc., an authorized Washington State vendor under Dell NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C000000010849, NASPO MNWNC-108/05815-003.

## Fiscal Impact

**Amount:**        **\$3,500 excluding WSST.**

**Fund:**            **Approved Public Works 2023-2024 budgeted funds.**

## Recommendation

Information Technology recommends that the Board approve the purchase of one Precision 3571 laptop or comparable model laptop, one Thunderbolt dock and two 22-inch monitors in an amount not to exceed \$3,500 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (1320).

## Suggested Motion

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF APPROVING THE PURCHASE OF ONE PRECISION 3571 OR COMPARABLE MODEL LAPTOP, ONE THUNDERBOLT DOCK, AND TWO 22-INCH MONITORS FOR PUBLIC WORKS FROM DELL INC.**

**WHEREAS**, the Public Works' Office has made a request to purchase one laptop, one dock, and two 22-inch monitors for their office; and

**WHEREAS**, Information Technology recommends purchasing one Precision 3571 or comparable model laptop, one Thunderbolt dock, and two 22-inch monitors from Dell Inc.; and

**WHEREAS**, per Resolution 2013-431, the Board approved Master Contract Usage Agreement between the State of Washington and Benton County authorizing the purchase of goods and services through the Department of Enterprise Services (DES) an agency of the State; and

**WHEREAS**, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C00000010849, NASPO MNWNC-108 /05815-003; and

**WHEREAS**, per Resolution 2019-753, the Computer Replacement Policy requires all new computer equipment over \$500 receive approval by the Board of Benton County Commissioners before purchasing;  
**NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the purchase of one Precision 3571 or comparable model laptop, one Thunderbolt dock and two 22-inch monitors for the Public Works' Office from Dell Inc. in an amount not to exceed \$3,500 excluding Washington State Sales Tax; and

**BE IT FURTHER RESOLVED**, newly purchased laptop and docking station will be enrolled into Central Services Replacement Fund (1320).

Dated this 14 day of February, 2023

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Commissioner

Constituting the Board of County Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000142803551.1</b>	Sales Rep	Charles Anglin
<b>Total</b>	<b>\$3,067.09</b>	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Jan. 30, 2023	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Feb. 28, 2023		BENTON COUNTY CENTRAL
Contract Name	Dell NASPO Computer Equipment PA - Washington		SERVICES
Contract Code	C000000010849		620 MARKET ST
Customer Agreement #	NASPO MNWNC-108 / 05815-003		PROSSER, WA 99350-1300
Deal ID	24388801		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Charles Anglin

### Shipping Group

Shipping To	Shipping Method
ROBERT HEARD BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300 (509) 737-3529	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3571	\$2,113.14	1	\$2,113.14
Dell Thunderbolt 4 Dock- WD22TB4	\$316.44	1	\$316.44
Dell 22 Monitor - P2222H, 54.6cm (21.5")	\$196.02	2	\$392.04

---

<b>Subtotal:</b>	<b>\$2,821.62</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$0.00</b>
<b>Taxable Amount:</b>	<b>\$2,821.62</b>
<b>Estimated Tax:</b>	<b>\$245.47</b>

---

<b>Total:</b>	<b>\$3,067.09</b>
---------------	-------------------

## Shipping Group Details

### Shipping To

ROBERT HEARD  
BENTON COUNTY CENTRAL  
SERVICES  
620 MARKET ST  
PROSSER, WA 99350-1300  
(509) 737-3529

### Shipping Method

Standard Delivery

	Quantity	Subtotal
<b>Mobile Precision 3571</b>	<b>1</b>	<b>\$2,113.14</b>

Estimated delivery if purchased today:

Feb. 15, 2023

Contract # C000000010849

Customer Agreement # NASPO MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3571 CTO	210-BDTJ	-	1	-
Intel Core i7-12800H vPro (24 MB cache, 14 cores, 20 threads, 2.40 GHz to 4.80 GHz, 45W)	379-BEUW	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
Intel Core i7-12800H vPro with NVIDIA T600 4GB, GDDR6 graphics	329-BGSE	-	1	-
NVIDIA T600, 4 GB, GDDR6	490-BHMO	-	1	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nit, non-touch, IR FHD Camera and Mic with WLAN + 4G WWAN	391-BGOO	-	1	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJG	-	1	-
16 GB, 1 x 16, 4800MHz, DDR5, Non-ECC SoDIMM	370-AGZI	-	1	-
M.2 2230 256 GB, PCIe x4 NVMe, Class 35 Solid State Drive	400-BNNC	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	1	-
Single Pointing, Finger Print Reader, Smart card reader, NFC	346-BHZT	-	1	-
Intel AX211 Wi-Fi 6/6E (up to 6GHz where available) 2x2 with Bluetooth Wireless	555-BHLT	-	1	-
6 cell, 97 WHr standard lifecycle battery	451-BCXJ	-	1	-
130W Type C Power Adapter	492-BDGH	-	1	-
Intel vPro Technology Disabled	631-ADIE	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Quick Setup Guide for Mobile Precision 3571	340-CZKO	-	1	-
Custom Configuration	817-BBBB	-	1	-
Wireless Intel AX211 WLAN Driver	555-BHOS	-	1	-
Power Cord 1M US	470-AFGV	-	1	-
Bottom cover	354-BBER	-	1	-
Packaging (DSC + 130W Adapter)	340-DBDC	-	1	-
Intel Core i7 non-vPro Processor Label	340-CUEQ	-	1	-
SupportAssist	525-BBCL	-	1	-

Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No RAID	780-BBFE	-	1	-
BTO Standard Shipment (M)	800-BBGS	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	1	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	1	-
Extended Battery Service for Years 2 and 3 of System Life	988-5552	-	1	-

<b>Quantity</b>		<b>Subtotal</b>
\$316.44	1	\$316.44

**Dell Thunderbolt 4 Dock- WD22TB4**

Estimated delivery if purchased today:  
Feb. 02, 2023  
Contract # C000000010849  
Customer Agreement # NASPO MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	1	-
Dell Limited Hardware Warranty	872-8557	-	1	-
ProSupport Advanced Exchange Service 4 Years	872-8568	-	1	-
ProSupport 7x24 Technical Support and Assistance 4 Years	872-8576	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	1	-

<b>Quantity</b>		<b>Subtotal</b>
\$196.02	2	\$392.04

**Dell 22 Monitor - P2222H, 54.6cm (21.5")**

Estimated delivery if purchased today:  
Feb. 01, 2023  
Contract # C000000010849  
Customer Agreement # NASPO MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 22 Monitor - P2222H, 54.6cm (21.5")	210-BBBW	-	2	-
Dell Limited Hardware Warranty	814-9381	-	2	-
Advanced Exchange Service, 3 Years	814-9382	-	2	-

<b>Subtotal:</b>	<b>\$2,821.62</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$245.47</b>

<b>Total:</b>	<b>\$3,067.09</b>
---------------	-------------------

# Important Notes

---

## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	2/14/23	
<b>Subject:</b>	Awarding professional services agreement to Janell Felsted for District Court criminal cases	
<b>Presenter:</b>	n/a	
<b>Prepared By:</b>	Denise Gerry	
<b>Reviewed By:</b>	Michael Vander Sys	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

## Summary / Background Information

Benton County provides public defense services in Benton County District Court by way of a combination of staff trial attorneys and contract attorneys. After a Request for Qualifications process was held, OPD reviewed and evaluated the applications, and now proposes that Janell Felsted be awarded a Benton County District Court professional services agreement for 2023-24.

Proposed resolution and professional services agreement is attached for Board review and execution.

## Fiscal Impact

Current Expense - per case compensation in the amount of \$270.51 in 2023 and \$275.64 in 2024 (paid as a flat monthly rate) plus other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement

## Recommendation

Approve resolution as proposed, execute proposed professional services agreement with attorney Janell Felsted.

## Suggested Motion

Approve with consent agenda.

# RESOLUTION

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

**IN THE MATTER OF AWARDING AND EXECUTING A PROFESSIONAL SERVICES AGREEMENT  
JANELL FELSTED TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY DISTRICT  
COURT TO DEFENDANTS CHARGED WITH CRIMINAL OFFENSES**

**WHEREAS**, Benton County is obligated by law to provide indigent defense services in Benton County District Court for defendants charged with criminal offenses (“Criminal Cases”); and

**WHEREAS**, Benton County provides for representation on Criminal Cases by a combination of staff trial attorneys and contract attorneys; and

**WHEREAS**, it is therefore necessary to seek Statements of Qualifications from interested attorneys in order to award new agreements; and

**WHEREAS**, after a Request for Qualifications (“RFQ”) was held and applications reviewed, it was deemed appropriate to award an agreement to attorney Janell Felsted for public defense services on Criminal Cases in Benton County District Court; **NOW, THEREFORE**

**BE IT RESOLVED** that the professional services agreement with attorney Janell Felsted, designated BCDC2324JF002, for services to be provided in Benton County District Court to defendants charged with criminal offenses, commencing February 1, 2023 and expiring December 31, 2024, with a per case compensation in the amount of \$270.51 in 2023 and \$275.64 in 2024 paid as a flat monthly rate, (plus other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement) be approved as proposed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner  
Constituting the Board of Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE  
LEGAL REPRESENTATION TO INDIGENT PERSONS IN  
BENTON COUNTY DISTRICT COURT  
CONTRACT # BCDC2324JF002**

<b>CONTRACT SUMMARY</b>			
<b>Contract Type</b>	<b>Full Caseload</b>		
<b>Contract Number</b>	<b>BCDC2324JF002</b>	<b>Contract Holder</b>	<b>Janell Felsted</b>
<b>WSBA #</b>	<b>45063</b>	<b>Effective Dates</b>	<b>February 1, 2023 – December 31, 2024</b>
<b>Caseload Cap</b>	<b>390</b>	<b>Compensation</b>	<b>\$8,791.67/mo (2023)  \$8,958.33 /mo (2024)</b>
<b>Assigned Court</b>	<b>District Court</b>	<b>Compensation Structure</b>	<input type="checkbox"/> <b>By the case</b>  <input type="checkbox"/> <b>Monthly</b>  <input type="checkbox"/> <b>Hourly</b>  <input checked="" type="checkbox"/> <b>By the case but paid monthly</b>
<b>Compensation Payable To:</b>	<b>Felsted Law</b>		

**THIS AGREEMENT** is entered into by and between **Janell Felsted**, attorney at law, Washington State Bar Association # **45063** (“Attorney”), **dba Felsted Law**, and **BENTON COUNTY**, a State of Washington political subdivision (“County”), for and on behalf of the Benton County District Court.

**THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:**

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor (and gross misdemeanor) criminal offenses alleged to have been committed within the County’s jurisdictional boundaries (“County Defendants”).
- B. County has also entered into interlocal agreements with the municipalities within its jurisdictional boundaries (“Cities”) to provide public defense services to those municipalities in fulfillment of their legal duties to criminal defendants being prosecuted for misdemeanor (and gross misdemeanor) criminal offenses within their jurisdictional boundaries (“City Defendants”).

- C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to County Defendants and/or City Defendants.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **February 1, 2023** and shall continue thereafter through and including **December 31, 2024**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract to Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **8927 West Tucannon Avenue, Kennewick, WA 99336**. Attorney's current local office telephone is **509-460-0158**; and Attorney's current office/work e-mail address is **Janell@felstedlaw.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton County Public Defense Manager ("PDM"), the Benton County Prosecuting Attorney, and the Benton County District Court Administrator ("District Court Administrator").

c. Regardless of the location or manner in which Attorney decides to maintain an office, throughout the entire term of this Agreement the office facility must comply with any and all applicable public defense standards adopted by the Washington Supreme Court.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in the Benton County District Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of misdemeanor crimes in the state of Washington and generally exercised by members of the Washington State Bar Association (WSBA). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement. Attorney acknowledges and agrees that he or she independently, solely, and exclusively bears professional responsibility for

decisions, actions, and omissions, made in the course of providing professional legal services pursuant to this Agreement. None of the actions or omissions of County or its agents (specifically including County's Public Defense Manager) shall be interpreted as supervising, directing, or otherwise controlling Attorney's exercise of professional discretion.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters (or will be part of an intensive and closely supervised mentorship program sponsored by the County's Office of Public Defense); otherwise meets applicable requirements of the Washington Standards for Indigent Defense ("SID") applicable to misdemeanor and gross misdemeanor cases; has not been subject to a termination proceeding involving a previous personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 17 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County in writing within three (3) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint is filed against Attorney. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of County, to immediate termination.

b. Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney including any such recurring checks as Counties may deem appropriate, in their sole discretion, even at a time after execution of this Agreement. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During each calendar year of the term of this Agreement Attorney shall obtain at least seven (7) hours of WSBA-accredited Continuing Legal Education (CLE) credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the Public Defense Manager with written proof and confirmation that such CLE credits have been obtained no later than by December 31<sup>st</sup> of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington State Office of Public Defense ("WSOPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the WSOPD for purposes of the WSOPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31<sup>st</sup> of each calendar year.

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

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

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

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

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

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense (“Defense Standards”) to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney’s compliance with such Defense Standards. Attorney understands and acknowledges that Attorney’s compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney’s compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County’s monitoring or control, Attorney’s noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney’s ability to perform and fulfill Attorney’s basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 17.b. below.

h. Attorney understands and acknowledges that Attorney is solely and personally responsible to obtain and maintain all necessary state and local government business licenses and/or other approvals necessary to operate Attorney’s private legal services business.

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered into separate and independent professional services agreements with other licensed attorneys, and also employs in-house staff attorneys to primarily provide criminal defense services to persons accused of misdemeanor crimes in Benton County District Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County District Court, the District Court Administrator and the PDM to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the “Benton County District Court Criminal Defense Panel”). The District Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process. Attorney shall accept all case assignments made by the District Court or PDM even if the case does not originate from the docket to which attorney is assigned.

5. **CONTRACT DUTIES.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Benton County District Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any misdemeanor matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law including the municipal codes of the cities located within Benton County, in the Benton County District Court.
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any material witness matter relating to a case or matter filed in Benton County District Court.
- Any case or matter returned to the Benton County District Court from any higher court.
- Any other type of Benton County District Court case or matter in which another Benton County District Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County District Court is unable to handle due to a conflict of interest.
- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.
- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.
- Any post conviction matters where court appointed counsel is mandated by law including, but not limited to: furlough orders, motions to withdraw pleas, and sentence reviews. These post conviction matters do not include appeals to Superior Court pursuant to RALJ, since these are separately addressed herein.
- Any appeals to Superior Court pursuant to the Rules of Appeal for Courts of Limited Jurisdiction (“RALJ”)
  - a) **Assignment to specific docket:** County intends to assign Attorney to a specific criminal docket, representing cases primarily filed by either County (further divided into law enforcement agency that made the arrest: Washington State Patrol or Benton County Sheriff’s Office), or by one of the Cities (“Assigned Docket”). As such, the vast majority of Attorney’s responsibilities will be to cases filed on Attorney’s Assigned Docket. However, from time to time, whether because of conflict of interest of other public defense attorneys or because of caseload overflow reasons, Attorney may be assigned cases from dockets other than Assigned Docket and Attorney’s acceptance of such cases (with allowance for Attorney’s bona fide conflicts of interest) are a specific condition of this Agreement even though such cases may require Attorney to attend multiple dockets or even attend court multiple days a week for short periods of time.

- b) **Changes to court schedule:** The parties acknowledge that i) the criminal Docket days are set by Benton County District Court and not by County and therefore they may be subject to temporary or permanent modification at the discretion of Benton County District Court; ii) emergency court operations (including emergency court operations necessitated by the COVID-19 pandemic) may necessitate to modification of Docket scheduling including the splitting of dockets into multiple days a week or otherwise modifying weekly docket responsibilities; (the preceding 5b.i) – ii) shall collectively be referred to as “Docket Scheduling Irregularities”).

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

- Docket Scheduling Irregularities do not constitute a breach of this Agreement or such change in circumstances that the Agreement needs to be renegotiated;
- Docket Scheduling Irregularities do not, in themselves, entitle Attorney to additional compensation;
- County agrees to provide Attorney with as much advance notice as reasonably possible as to any anticipated and known Docket Scheduling Irregularities, respectful of the fact that Attorney likely has obligations to private practice or other clients (together with case scheduling obligations) outside of clients assigned through this Agreement.

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

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

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

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

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

## 6. **CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empaneled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. Provided, however, that if a particular case must be re-tried for any reason whatsoever, including declaration of a mistrial or a hung jury, Attorney shall be entitled to an additional trial per diem for the additional trial but shall not be eligible for any additional credit. However, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessitated, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated

order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such a program and is ordered to show cause why their participation in such a program should not be terminated unless other arrangements for appointment of counsel have been made by the Office of Public Defense. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8(b) herein.

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

7. **NUMBER OF APPOINTMENTS.**

During each calendar year of the term of this Agreement, Attorney may be appointed any number of case appointments up to **three hundred ninety (390)** total cases equivalents as calculated pursuant to Article 8 herein per calendar year (proratable for any partial calendar year). The maximum number of appointments stated above shall be calculated exclusive of appointments to RALJ appeals and exclusive of cases handled by Attorney while assigned to the compliance unit. Provided, however, that if Attorney is assigned, during any full calendar year to the compliance unit for less than that full calendar year, then for purposes of calculating case equivalent totals for the year, Attorney shall be credited with the greater of thirty-two (32) cases equivalents for each month when Attorney is assigned to the compliance unit.

8. **CASE EQUIVALENTS.**

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

- A misdemeanor appointment shall be counted as one (1) case equivalent.
- A probation violation appointment shall be counted as one-third (1/3) case equivalent unless the probation violation appointment requires appearance on the Prosser docket of Benton County District Court or Attorney is assigned to the *compliance unit*. Probation violation appointments requiring appearance on the Prosser docket of Benton County District Court shall be counted as one-half (1/2) case equivalent. During any period of time Attorney is assigned to the *compliance unit*, probation violation appointments shall not count as a case equivalent of any sort.
- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one (1) case equivalent.
- An appointment on a post-conviction review matter including furloughs shall be counted as one-third (1/3) case equivalent unless the matter requires substantial briefing in which case the matter may qualify for additional credit up to a full case equivalent.

- An appointment to represent a person in a material witness matter in a case pending in Benton County District Court shall count as one half (1/2) of a case equivalent.
- An appointment to a case or matter returned to Benton County District Court from a higher court shall be counted as determined by the PDM following consultation.
- If Attorney is appointed to a case and withdraws prior to the second pre-trial hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the PDM shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation. If Attorney is appointed to a case and withdraws after the second pre-trial hearing but before trial readiness, for any reason including substitution of retained counsel or a conflict of interest, then Attorney shall be entitled to one-half (1/2) of a case equivalent.
- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.
- Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.
- Provisional client contact during *arraignment counsel* assignment, and provisional client contact during *on-call-phone* assignment, shall not count as a case equivalent of any sort.
- RALJ appeals shall count as four (4) case equivalents. If, after a client prevails in Superior Court, the prosecution chooses to appeal to the Court of Appeals and Attorney is required to file an Answer to the appeal, then Attorney shall be entitled to a further one (1) case equivalent.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County District Court and Attorney continues representing the same person in such matter within a 12-month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

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

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

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

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

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

9. **CLIENT ELIGIBILITY.** The Benton County District Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that that the client's

circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County District Court (or its designee) nevertheless determines that such person is not eligible for publicly provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County District Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County District Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County District Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately arrange for substitute counsel by: a) contacting the Benton County Office of Public Defense and requesting substitute counsel unless a court appearance on the matter is imminent; or b) appearing in court and requesting that Benton County District Court assign substitute counsel if the time between discovery of the conflict of interest and the next court appearance is very short. Attorney shall not wait for more than two business days to request substitute counsel under 10a) or 10b) since doing so will have the risk of impairing the rights and quality of representation afforded to the affected client. Under no circumstance shall Attorney ever be required to bear the cost of seeking or compensating conflict counsel.

11. **SCOPE OF REPRESENTATION; FILE RETENTION.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of District Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's duty to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. The manner of storage, the portion or portions of case records that must be stored, and the required period of storage, shall comply with any and all applicable Rule of Professional Conduct, Washington State Bar Ethics Opinion, case law, and court rule.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute misconduct and a serious and incurable breach of this agreement that shall result in the immediate and automatic termination of this Agreement. Even if County is timely notified, County may elect, at its sole discretion, to terminate Agreement and if it elects to do so, may do so with ten (10) days written notice to Attorney:

- (i) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130; under the laws of the State of Washington, any other State, or Federal law, or any misdemeanor sex offense.
- (ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or
- (iii) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other State or Federal Statute
- (iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

- a. Attorney shall be compensated as follows:
  - i) For the **year 2023, \$270.51 per case** as a flat fee
  - ii) for the **year 2024, \$275.64 per case** as a flat fee

For the mutual convenience of the parties, the flat fee shall be payable as a monthly flat fee of **\$8,791.67 (2023)** and **\$8,958.33 (2024)**. Compensation shall be payable in this amount even in years when Attorney's annual caseload falls short of the anticipated caseload maximum as stated in this Agreement.

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

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

- d. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2021, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date. By way of further example, if this Agreement is terminated effective November 15, 2021, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount). Attorney acknowledges and agrees that the above-stated compensation to Attorney shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total case equivalents.

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

common law scheme such as unjust enrichment as to the compensation that was not timely claimed.

13. **COSTS AND EXPENSES.**

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

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of out-of-pocket expenses or otherwise retain professional services directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex-parte motion and court order (or other court-designated or delegated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order (or other court-designated or delegated process) shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the County that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers to the District Court

Administrator within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **INDEMNIFICATIONS AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify the County and its elected/appointed representatives, officers, employees, and agents; and to hold the County and its elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

15. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than \$1,000,000.00 per claim nor less than \$1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement form and including Contractual Liability coverage) in the amount of not less than \$1,000,000.00 per occurrence nor less than \$2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than \$1,000,000.00.

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

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

16. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the PDM, another employee/representative of the County's Office of Public Defense, or the Benton County District Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and such complaint is not amenable to resolution by simply facilitating the communication between the client and attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the County, the Benton County Court Administrator and the PDM.

a. Upon receiving such complaint, the PDM, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall promptly forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to

the County and the PDM within five (5) business days, who then shall provide the represented person with a copy of the response within five (5) business days thereafter). The PDM shall review the complaint and Attorney's response and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM then may follow-up with the Benton County District Court within five (5) business days thereafter to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. This stated procedure does not interfere with or otherwise impair the Benton County District Court's ability and/or duty to monitor the performance of attorneys appearing before the court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County District Court and/or the District Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

17. **TERMINATION.**

**Cause for Termination and Notice**

a. In addition to any other automatic or discretionary termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In the event of automatic termination or termination pursuant to suspension or disbarment, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County District Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder; and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

Further, in the event that the Benton County District Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County relating to such substitute appointment(s); and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election ("Early Termination"). Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney's continuing obligation to accept case appointments shall be governed by the provisions of Section 17.f herein.. A ninety (90) day notice of termination given by either party under this paragraph 17.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 30 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, consistent with the provisions of paragraph 12.e. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination (including trial per diems. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. At the sole and exclusive discretion of County, Attorney may terminate this Agreement with less than 90 days notice with conditions of such Early Termination to be as set out in the next subsection below.

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

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

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

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

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

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

18. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County District Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act

coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the County's PDM, nor the Benton County District Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

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

a. Attorney and any of the other Benton County District Court Criminal Defense Panel members or staff attorneys employed by Benton County may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County District Court Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s). Provided, however, that substitution arrangements made by and between any contracted Defense Panel member and a staff attorney employed by Benton County shall not involve monetary compensation paid either way, and shall only be on a *quid pro quo* or "mutual coverage" basis.

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his/her sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County District Court Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the District Court Administrator and the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such

other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 15 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the County and the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

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

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

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

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

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

Even in the event that Attorney sub-contracts substantially all of the duties to be provided pursuant to this Agreement, Attorney agrees to continue to be professionally responsible for all of the work performed pursuant to this Agreement (even if the work is actually performed by the sub-contractor), and agrees that Attorney's obligations in Section 14. Indemnification and Hold Harmless, continue to apply to any work that is performed by a sub-contractor.

20. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County District Court.

21. **OTHER APPOINTMENTS.**

Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the

indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

22. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County District Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

24. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

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

26. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

27. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

28. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

29. **DISPUTE RESOLUTION.**

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

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

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

party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

30. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at his/her below-stated office address; mailed to the County's PDM at his/her below-stated office address via certified U.S. mail, postage prepaid; or emailed to the County's PDM at his/her official email address.

Public Defense Manager  
Benton County Office of Public Defense  
7122 West Okanogan Place, Ste #A220  
Kennewick, WA 99336

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be either personally delivered to Attorney at his/her below-stated business address; mailed to Attorney at his/her business address set forth in paragraph 2.a above, via certified U.S. mail, postage prepaid; or emailed to Attorney at his/her business email address.

c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to the recipient in the manner described above. A party may change the address(es) to which notices are to be sent by giving notice of such change of address(es) in conformity with the above provisions of this paragraph for the giving of notice.

31. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation, and shall further comply with the County's policy against sexual harassment.

32. **PUBLIC DEFENSE MANAGER** Attorney acknowledges that the County has employed the PDM to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate with the PDM (and his/her designees), and to promptly comply with reasonable requests from the PDM

(and/or his/her designees), to allow for the effective monitoring and evaluation of Attorney's performance under this Agreement.

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

**SIGNATURES APPEAR ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties hereto have entered into and executed this Agreement on the date set forth below.

**BENTON COUNTY**

Date \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

\_\_\_\_\_  
Clerk of the Board

**Approved as to Form and Content**

DocuSigned by:  
*Michael Vander Sys*  
3C4D65ED0BC4489...  
\_\_\_\_\_  
Michael Vander Sys  
Public Defense Manager

**ATTORNEY**

Date 1/30/2023

DocuSigned by:  
*Janell Felsted*  
\_\_\_\_\_  
**Janell Felsted, WSBA # 45063**

*Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.*

**SIGNING AUTHORITY FOR FIRM** (required if attorney is an associate with a law firm)

\_\_\_\_\_  
, WSBA  
*I am a principal with signing authority for . I acknowledge and understand that the above-referenced Attorney, who is an associate with my firm, is about to enter into a public defense agreement with Benton County. I consent to this agreement, represent that my firm has sufficient resources to assist Attorney in faithfully carrying out his/her obligations pursuant to this Agreement and in complying with Washington State public defense laws, rules, and standards.*

## EXHIBIT A

### PERFORMANCE STANDARDS MONITORING

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

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

- Trials held
- 3.5, 3.6 and other significant motions filed
- Motions filed under RCW 10.77 for competency evaluations
- Number of cases disposed of at trial readiness with dismissal or other comparable favorable result
- Number of cases where investigative services were requested
- Number of visits to incarcerated clients in Benton County Jail
- Number of client complaints
- Amount of time spent per case

b. Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including, but not limited to pre-trial dockets, motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate, among other things:

- Attorney's preparedness and readiness
- Attorney's interactions with clients
- Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment:

DocuSigned by:

Janell Felsted

I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions, such as renewals, extensions, caseload increases, or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring.

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	2/14/23	
<b>Subject:</b>	Awarding professional services agreement to Dennis Hanson for Superior Court criminal cases	
<b>Presenter:</b>		
<b>Prepared By:</b>	Denise Gerry	
<b>Reviewed By:</b>	Michael Vander Sys	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

## Summary / Background Information

Benton County provides public defense services in Benton County Superior Court by way of a combination of staff trial attorneys and contract attorneys. After a Request for Qualifications process was held, OPD reviewed and evaluated the applications, and now proposes that Dennis Hanson be awarded a Benton County Superior Court professional services agreement for conflict and overflow cases in 2023.

Proposed resolution and professional services agreement is attached for Board review and execution.

## Fiscal Impact

Current Expense - \$850, per case, and other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement.

## Recommendation

Approve resolution as proposed, execute proposed professional services agreement with Dennis Hanson.

## Suggested Motion

Approve with consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AWARDING AND EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH DENNIS HANSON TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO DEFENDANTS CHARGED WITH CRIMINAL OFFENSES FOR CONFLICT AND OVERFLOW CASES**

**WHEREAS**, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court for defendants charged with criminal offenses (“Criminal Cases”); and

**WHEREAS**, Benton County provides for representation on Criminal Cases by a combination of staff trial attorneys and contract attorneys; and

**WHEREAS**, it is therefore necessary to seek Statements of Qualifications from interested attorneys in order to award new agreements; and

**WHEREAS**, after a Request for Qualifications (“RFQ”) was held and applications reviewed, it was deemed appropriate to award an agreement to attorney Dennis Hanson for public defense services on Criminal Cases in Benton County Superior Court; **NOW, THEREFORE**

**BE IT RESOLVED** that the professional services agreement with attorney Dennis Hanson, designated BCSC2323DH002, for services to be provided in Benton County Superior Court to defendants charged with criminal offenses for conflict and overflow cases, commencing February 1, 2023 and expiring December 31, 2023, with a per case compensation in the amount of \$850 per case for up to 77 cases (plus other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement) be approved as proposed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner  
Constituting the Board of Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE  
LEGAL REPRESENTATION TO INDIGENT PERSONS IN  
BENTON COUNTY SUPERIOR COURT  
CONTRACT # BCSC2323DH002**

CONTRACT SUMMARY			
Contract Type	Conflict/Overflow		
Contract Number	BCSC2323DH002	Contract Holder	Dennis Alan Hanson
WSBA #	41655	Effective Dates	February 1, 2023 – December 31, 2023
Caseload Cap	77 cases	Compensation	\$5,950/month
Assigned Court	Superior Court	Compensation Structure	<input type="checkbox"/> By the case <input type="checkbox"/> Monthly <input type="checkbox"/> Hourly <input checked="" type="checkbox"/> By the case but paid monthly
Compensation Payable To:	Quantum Legal, PLLC		

**THIS AGREEMENT** is entered into by and between **Dennis Alan Hanson**, attorney at law, Washington State Bar Association # **41655** ("Attorney"), **dba Quantum Legal, PLLC**, and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

**THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:**

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **February 1, 2023**, and shall continue thereafter through and including **December 31, 2023**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited to, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

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

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at **7502 West Deschutes Place, Kennewick, WA 99336**; Attorney's current local office telephone is 509-783-5551; and Attorney's current office/work e-mail address is **dennis@qtmlegal.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Counties Public Defense Manager ("PDM"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. Regardless of the location or manner in which Attorney decides to maintain an office, throughout the entire term of this Agreement the office facility must comply with any and all applicable public defense standards adopted by the Washington Supreme Court.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in Benton County Superior Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of felony crimes in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony criminal defense or criminal prosecution matters; meets the minimum standards for Superior Court felony public defense (for Class A, B, and C felonies, sex-case felonies, and violent Class A and B

felonies) as adopted by the Washington State Supreme Court; has not been a party to a previous personal services agreement with any governmental entity or any other entity for the provision of public indigent defense services that was terminated due to Attorney's breach or other contractual non-compliance; has not been previously employed by any governmental entity or any other entity to provide indigent defense services and had such employment terminated due to any reason relating to Attorney's job performance; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or other jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and potential termination pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within five (5) business days if any event specified in paragraph 3.a.(i) occurs or if any bar association complaint is filed against Attorney. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of the County, to immediate termination.

b. Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney including any such recurring check as the County may deem appropriate, in its sole discretion, even at times after execution of this Agreement. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During each calendar year of the term of this Agreement, Attorney shall obtain at least **seven (7) hours of WSBA-qualified Continuing Legal Education ("CLE") credits** in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the PDM with written proof and confirmation that such CLE credits have been **obtained no later than by December 31<sup>st</sup> of each calendar year**. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar

sponsored and/or approved by the Washington Office of Public Defense (“OPD”), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney’s name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31<sup>st</sup> of each calendar year.

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

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney’s private law practice caseload; Attorney’s schedule; and Attorney’s office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney’s private law practice and schedule will not interfere with Attorney’s ability to timely and effectively perform such services including, without limitation, Attorney’s ability to prepare for and attend regularly scheduled trials and dockets or Attorney’s ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

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

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

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense (“Defense Standards”) to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney’s compliance with such Defense Standards. Attorney understands and acknowledges that Attorney’s compliance with such Defense Standards and periodic certification filing

requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 19.b. below.

h. Attorney understands and acknowledges that Attorney is solely and personally responsible to obtain and maintain all necessary state and local government business licenses and/or other approvals necessary to operate Attorney's private legal services business.

4. **OTHER INDIGENT DEFENSE ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the County has entered into, or contemplates entering into, separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the Benton County Superior Court, the Superior Court Administrator, the PDM, and any attorneys hired and employed by the County ("Public Defenders") to provide criminal defense services to persons accused of felony crimes in Benton County Superior Court, to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney, said other independent contractor attorneys, and said Public Defenders (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in Benton County Superior Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any felony matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in Benton County Superior Court.
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.

- Any misdemeanor or gross misdemeanor filed directly in Benton County Superior Court, whether as a part of another separate case or filed independently.
- Any material witness matter relating to a felony case or matter filed in Benton County Superior Court.
- Any case or matter returned to Benton County Superior Court from any higher court.
- Any other type of Benton County Superior Court case or matter in which another Benton County Superior Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County Superior Court is unable to handle due to a conflict of interest.
- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.
- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.
- Any case or matter initially filed in Benton County District Court but then transferred to Benton County Superior Court, including those cases in which the felony charge later is reduced to a non-felony charge.
- Any case or matter for which post-conviction representation is mandated by law including, but not limited to, sentence reviews and requests for furloughs (only as appointed by the Superior Court).
- Homicide and persistent offender cases (only if Attorney requests such appointments and is qualified).

a. The Benton County Superior Court criminal pre-trial dockets (“Dockets”) are held on two days every week: Wednesday and Thursday. Attorney will be assigned to one Docket day and will primarily receive case appointments on cases filed and pending on their assigned Docket day. However, the parties acknowledge that i) the criminal Docket days are set by Benton County Superior Court and not by County and therefore they may be subject to temporary or permanent modification at the discretion of Benton County Superior Court; ii) emergency court operations (including emergency court operations necessitated by the COVID-19 pandemic) may necessitate to modification of Docket scheduling including the splitting of dockets into multiple days a week or otherwise modifying weekly docket responsibilities; iii) from time to time it may be necessary to assign cases from the Docket day other than to which Attorney is primarily assigned to Attorney because of conflict of interest (by other attorneys) or caseload overflow reasons (the preceding 5a.i) – iii) shall collectively be referred to as “Docket Scheduling or Assignment Irregularities”).

b. As to the Docket Scheduling or Assignment Irregularities described in the preceding paragraph, the parties agree that:

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

ii) Docket Scheduling or Assignment Irregularities do not, in themselves, entitle Attorney to additional compensation;

iii) County agrees to provide Attorney with as much advance notice as reasonably possible as to any anticipated and known Docket Scheduling or Assignment Irregularities, respectful of the fact that Attorney likely has obligations to private practice or other clients (together with case scheduling obligations) outside of clients assigned through this Agreement.

**6. CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empaneled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. Provided, however, that if a case, where the empaneled jury is unable to reach a verdict, is re-tried, Attorney shall only be entitled to the trial per diem, if applicable, for the re-trial, and not for any additional case credit. Provided further, however, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessary, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such a program and is ordered to show cause why their participation in such a program should not be terminated. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8 herein.

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be determined as follows:

a. In the event of termination of this Agreement at the election of either party by providing sixty (60) days' notice of desire to do so as provided by paragraph 19.c below, Attorney shall provide the PDM with accurate documentation identifying Attorney's then-existing indigent defense caseload which shall include for each identified case the case title and cause number, the case type, the case status, and the next court appearance date ("Caseload Information"). Attorney shall provide the Caseload Information to the PDM contemporaneously with Attorney providing his/her notice of termination to the County (or, if the County provides the notice of termination to Attorney, within five (5) business days of Attorney receiving such notice) and Attorney shall again provide the PDM with updated Caseload Information thirty (30) days prior to the effective date of Agreement termination. Attorney shall then be responsible for providing continued legal representation to clients in any and all such identified cases that remain unresolved as of the effective date of Agreement termination for a period of sixty (60) days after such effective date.

b. In the event of expiration of this Agreement by expiration of its specified term set forth in paragraph 1 above, if Attorney provides the PDM with at least sixty (60) days' written notice prior to such term expiration date that Attorney has no interest in seeking a potential new contract with the County to continue providing public defense services after such date and further provides the PDM with all of the Caseload Information required under paragraph 6.a. above, Attorney shall then be responsible for providing continued legal representation to clients in any and all identified cases that remain unresolved as of such term expiration date for a period of sixty (60) days after such expiration date. However, if Attorney fails to timely provide such sixty (60) days' advance notice to the PDM, Attorney shall then be responsible for providing continued legal representation to clients with cases that remain unresolved as of such term expiration date for a period of time equivalent to sixty (60) days plus an additional number of days corresponding to the numerical difference between sixty (60) days advance notice and the number of days advance notice Attorney actually provided to the PDM. By way of illustration, if Attorney only provided thirty (30) days' advance notice to the PDM, then Attorney would be responsible for providing continued legal representation for an aggregated total of ninety (90) days [i.e., 60 days + (60 days – 30 days)] after the Agreement term expiration date.

c. In the case of either expiration or earlier termination of this Agreement, if the required Caseload Information provided by Attorney pursuant to above paragraphs 6.a. or 6.b. omits any existing case(s), Attorney shall then be responsible for providing continuing legal representation on such omitted case(s) until the earlier of the final resolution of the case(s) or thirty (30) days from the date upon which the existence of such omitted case(s) is brought to the attention of the PDM in writing.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County Superior Court up to a maximum of **77 total cases per calendar year** (proratable for any partial calendar year).

8. **CASE COUNTING.**

a. Benton County does not employ a case weighting system for Superior Court appointments. Therefore, all new criminal case appointments that meet the definition of a "case" in SID 3.3 shall each count as one case toward Attorney's maximum annual caseload as set forth in Section 7 herein.

Specifically, the following types of appointments shall count as a case:

Type of Matter	Treatment
Any new criminal case filed in Superior Court	Counts as 1 case
DOSAs, SSOSAs, or Sentence review on another attorney's case	Counts as 1 case. If reviews extend beyond a year, then it is considered Attorney's case and additional

	compensation shall be paid according to the terms of Section 12 herein
Post-sentencing matter on another attorney's case	Counts as 1 case
Sentencing for another attorney's case	Counts as 1 case
Child support contempt conflict case	Counts as 1 case
Civil commitment conflict case	Counts as 1 case
Homicide or persistent offender cases (if applicable)	Counts as 1 case (Attorney shall be entitled to enhanced compensation for these types of cases pursuant to the terms of Section 13 herein).

The following types of appointments types do not qualify under the definition of a "case" but do entitled Attorney to additional compensation according to the terms of Section 12 herein:

Material witness matters
Provisional representation during preliminary appearances to cover for the unavailability of a Staff Defender
DOSA, SSOSA, or Sentence Reviews on Attorney's own cases

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County Superior Court and Attorney continues representing the same person in such matter within a twelve (12) month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

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

case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Further provided, however, that the PDM may in his sole discretion adjust the case equivalent total after consultation.

9. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that that the client's circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Benton County Superior Court aware of such development for purposes of the Court taking action to appoint another attorney to assume and undertake legal representation in such case.

11. **SCOPE OF REPRESENTATION; FILE RETENTION; CONVICTION OF CRIMINAL OFFENSE.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings

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

a. Without limiting Attorney's obligation to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face with such person within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. The manner of storage, the portion or portions of case records that must be stored, and the required period of storage, shall comply with any and all applicable Rule of Professional Conduct, Washington State Bar Ethics Opinion, case law, and court rule.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute a substantial and incurable breach of this Agreement and result in the immediate and automatic termination of this Agreement. Even if County is timely notified, County may elect, at its sole discretion, to terminate this Agreement and if it elects to do so, may do so with ten (10) days written notice to Attorney:

- (i) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or misdemeanor sex offense under the laws of the State of Washington, any other State, or Federal law.
- (ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or

- (iii) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other State or Federal Statute
- (iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated in the amount of **\$850.00 per case for a total of 77 appointments. Compensation shall be by the case, but paid monthly at \$5,950 per month.**

All compensation shall be payable to **Quatum Legal, PLLC** since Attorney is a principal with that law firm.

Attorney shall receive additional compensation for the following assignments:

Type of Assignment	Additional Compensation
Class A felony	\$850
Unusually complex or laborious cases	Up to \$1,400 (at the discretion of the Public Defense Manager or designee)
Material witness matters	\$275
Provision representation during preliminary appearance dockets (Monday, Tuesday or Friday) to cover for a Staff Defender's unavailability	\$350
DOSA or SSOSA review on Attorney's own case	\$275 per year that reviews continue
Post-sentencing matter on Attorney's own case	\$275

In order to receive additional compensation for the assignments listed above, Attorney shall submit Claims for Compensation pursuant to the terms of Section 12c. below.

b. In addition to receiving the above-stated compensation under paragraph 12.a., Attorney shall receive **\$450.00 per day for each full day of trial and \$225.00 for each partial day of trial**, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual trial proceedings going beyond 2 p.m. each day. "Trial"

for purposes of this paragraph 12.b. only, shall be defined as actual proceedings related to a jury or bench trial in court, and on the record, including jury selection, all portions of the trial, and any special set sentencing proceeding. Trial shall not include any time awaiting a jury decision (even if Attorney is required to remain in or close by the courthouse) and also shall not include any time conferring with the Judge or any other persons off the record. In any case where Attorney has actually expended time or resources preparing for trial and, because of either a motion to dismiss by the prosecutor or the extension of a more favorable offer by the prosecution communicated on the day of trial, the need for trial is permanently eliminated, then Attorney shall nonetheless be entitled to a trial per diem in the amount of \$450.00 if the matter was scheduled for a jury trial or \$225.00 if the matter was scheduled for a bench trial. Attorney may seek compensation for trial per diem by submitting a claim for compensation utilizing the procedure set forth in paragraph 12.d. below. Any claims for trial per diem for matters where the trial was canceled permanently due to a better plea offer or motion to dismiss by the prosecutor on the day of trial shall include a statement that the Attorney did actually expend time or resources preparing for the trial and that the better plea offer or motion to dismiss was not fully anticipated at a time prior to the day of trial.

c. Attorney acknowledges and agrees that the above-stated compensation to Attorney under paragraphs 12.a. and 12.b. shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement, and Attorney shall not be entitled to receive any other additional compensation for services performed under this Agreement.

d. No claim for compensation is necessary for Attorney to receive the monthly compensation due under Section 12a. herein. As a precondition to Attorney receiving payment of the additional compensation specified under paragraphs 12.b. above, or for the specific assignment types warranting additional compensation as listed in Section 12a., Attorney must submit a claim for compensation to the PDM that includes the necessary information specified in said paragraphs (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims for compensation shall not be billable to the County. All claims for compensation shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for compensation to the PDM within sixty (60) days of Attorney becoming entitled to receive such compensation, and the County shall have the right to deny payment of any claim for compensation that is not timely submitted within said requisite sixty (60) day period.

e. If any submitted claim for compensation is disapproved by the PDM in whole or in part for any reason(s), the PDM shall promptly provide Attorney with written notice of such disapproval that specifically identifies and describes the reason(s) for disapproval ("Dispute Notice"). Upon Attorney's receipt of a Dispute Notice, Attorney must notify the PDM in writing within ten (10) business days thereafter if Attorney disputes, and desires to have the PDM reconsider, the Dispute Notice, and Attorney must include with that notice to the PDM any information and/or documentation that Attorney wants the PDM to review and consider as part of that reconsideration process (including, without limitation, full copies of any documents from the official court file relating to the particular case(s) addressed by the Dispute Notice, which court-filed documents the parties' hereby agree shall be conclusively presumed as being complete and accurate for purposes of

addressing and resolving any contested Dispute Notice). If Attorney fails to duly respond to a Dispute Notice within said ten (10) day period, the contents of the Dispute Notice shall then become conclusively binding on Attorney and shall be used by the County to calculate and make any compensation payment to Attorney arising from the disapproved claim for compensation. If Attorney duly responds to a Dispute Notice within said ten (10) day period, and if the result of the above-referenced reconsideration process does not fully resolve the disputed issue(s) arising from the Dispute Notice, the parties may then proceed to address and resolve the disputed issue(s) pursuant to the provisions of paragraph 31 below.

f. Attorney shall notify the PDM about any case appointment for which Attorney has already been compensated but for which Attorney has lost eligibility for full case equivalent credit by virtue of a substitution of counsel or withdrawal by Attorney for any other reason before the omnibus hearing as provided in paragraph 8.(xi) above. Attorney shall provide such notice within thirty (30) days of such event (i.e., the substitution of counsel or withdrawal by Attorney resulting in lost eligibility for full case equivalent credit) and, if Attorney believes partial/fractional case equivalent credit is warranted under the provisions of above paragraph 8.(xi), Attorney shall include with such notice a written claim for partial/fractional case equivalent credit to be potentially used and applied for purposes of reversing the previously-awarded full case equivalent credit and correspondingly reducing the compensation previously paid to Attorney based thereon. If Attorney fails to notify the PDM as required in this paragraph 12.f. within said thirty (30) day period, Attorney shall forfeit any eligibility for partial/fractional credit and shall receive no credit for the particular case appointment even if Attorney performed services for which partial/fractional case equivalent credit may have otherwise been awarded under paragraph 8.(xi).

g. The County shall have the right at any time (even after compensation has been paid to Attorney) to audit records pertaining to Attorney's case appointments under this Agreement, and if such audit determines that Attorney has lost eligibility to receive a full case equivalent credit for a particular case appointment by virtue of a substitution of counsel or withdrawal by Attorney for any other reason, the County shall then be entitled to immediately setoff and deduct any compensation amount(s) previously paid to Attorney for such case appointment, but for which Attorney is no longer eligible to receive, from any compensation amounts then due or thereafter becoming due to Attorney hereunder. Attorney's potential eligibility to receive partial credit for such cases shall be determined pursuant to above paragraphs 8.(xi) and 12.f.

h. To assist County in maintaining accurate caseload records, Attorney shall provide County with monthly caseload reports, containing an accurate listing of cases and other matters appointed during the month. These reports shall use the form and format prescribed by County, and are due on the 15<sup>th</sup> day of the following month. For example, the caseload report for February, 2022 is due by March 15, 2022. Failure to submit caseload reports shall constitute a breach of this contract and Attorney's compensation may be withheld until Attorney is in compliance.

i. County will compare submitted caseload reports with its internal records and note any discrepancies. If any are found and County cannot reasonable resolve it, then Attorney will be notified of such discrepancy by way of a Discrepancy Report. Thereafter, Attorney shall be responsible for providing records sufficient to prove

Attorney's appointment to the case in question and entitlement for credit. If Attorney is unable to do so or does not do so within 10 business days of receiving a Discrepancy Report from the County, then Attorney may be regarded as having forfeited credit for the case in question.

13. **HOMICIDE/PERSISTENT OFFENDER CASES.** If Attorney wishes to be appointed to provide public defense services on Homicide and Persistent Offender cases, and is capable and certified to do so (under State court rules as well as local rules and Superior Court practices) then Attorney may be so appointed. For Homicide and Persistent Offender cases, Attorney shall be entitled to compensation in the amount of **\$95 per hour, up to an initial maximum of \$10,000, billed in increments of 1/10 hours.** Upon consultation, the Public Defense Manager may increase the maximum in whatever increments he sees fit, by issuing a Funding Authorization email through OPD's email-based funding authorization system.

14. **COSTS AND EXPENSES.**

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

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDM for the service provider (e.g., private investigator, psychologist/psychiatrist, interpreter, testing lab, or expert witness) to be compensated directly by the County provided that, however, Attorney shall not incur any such expense (and shall not direct a service provider to incur any expenses), nor shall Attorney be entitled to be reimbursed or the service provider compensated for any such expense, unless such expense has been pre-approved by the PDM in writing pursuant to pre-approval process established by the PDM and promulgated by written policy. Such pre-authorization will state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such pre-authorization may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being eligible to be reimbursed or a service provider being eligible to be compensated for an expenditure under paragraph 14.b., either Attorney or the service provider shall be required to submit a claim for reimbursement/compensation to the PDM that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the PDM's pre-authorization that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims shall not be billable to the County. All payment vouchers and claims for reimbursement/compensation under this paragraph shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for reimbursement to the PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class-A or other serious or complex felony matters hereunder in Benton County Superior Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the PDM appoint one of the other Benton County Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The decision about whether or not to appoint an additional Attorney for assistance shall be made in the sole and absolute discretion of the PDM. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Benton County Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Benton County Superior Court determines in any particular matter that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the County recognizes that the Court would have the ultimate and inherent discretion and power to do so.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or any other type of legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and

agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings; provided that, however, the County shall, at all times, retain the full and exclusive right to control the terms and conditions of any type of settlement or other resolution of any such suit or legal proceeding. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than \$1,000,000.00 per claim nor less than \$1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement form and including Contractual Liability coverage) in the amount of not less than \$1,000,000.00 per occurrence nor less than \$2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than \$1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County

Superior Court, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the PDM, another employee/representative of the County's Office of Public Defense, or the Benton County Superior Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and is not readily subject to resolution simply by facilitating communication between Attorney and client, a written, dated, and signed statement shall be obtained from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall be provided to the PDM.

a. Upon receiving such complaint, the PDM, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall promptly forward a copy of the complaint to Attorney and request Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the PDM within five (5) business days). The PDM shall then review the complaint and Attorney's response thereto and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM may then follow-up with the Benton County Superior Court to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. The foregoing procedure does not interfere with or otherwise impair the Benton County Superior Court's ability and/or duty to monitor the performance of attorneys appearing before the Court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the

County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County Superior Court and/or the Superior Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

19. **TERMINATION.**

a. In addition to any other automatic or discretionary termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder; and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

Further, in the event that the Benton County Superior Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to such substitute appointment(s); and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence if the failure(s) is/are not cured within said ten (10) day period (e.g., termination without further notice or potential termination upon further notice). The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. Attorney shall continue to receive case appointments during said sixty (60) day notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above. A sixty (60) day notice of termination given by either party under this paragraph 19.c. shall

be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, Attorney shall be entitled to be paid for any unpaid compensation duly earned by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide public defense representation in Benton County Superior Court through a County agency (such as an Office of Public Defense or similar entity) that would reduce or fully eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic nor in any way guaranteed.

20. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County Superior Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the PDM, the Superior Court Administrator, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a-d. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney

assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the Superior Court Administrator and the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any

reasonable back-to-civilian-life transition time requested by Attorney upon return. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written request to the PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

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

- (i) The proposed sub-contractor meets all the criteria set out in Section 3 of this Agreement; and
- (ii) County agrees to the selection of the sub-contractor in its sole and exclusive discretion; and
- (iii) Sub-contractor signs an acknowledgement and agreement to abide by all the terms and conditions of this Agreement (in such form as may be required by County); and

In the event that Attorney sub-contracts substantially all of the duties to be provided pursuant to this Agreement, Attorney agrees to continue to be professionally responsible for all of the work performed pursuant to this Agreement (even if the work is actually performed by the sub-contractor), and agrees that Attorney's obligations in Section 14. Indemnification and Hold Harmless, continue to apply to any work that is performed by a sub-contractor.

22. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the expiration date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County Superior Court.

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

24. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County Superior Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and

would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion.

25. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

26. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

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

28. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

29. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be determined by arbitration to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

30. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

31. **DISPUTE RESOLUTION.**

a. The parties hereby specifically waive, release, and irrevocably relinquish any and all right to file a court lawsuit of any type to address any claims or dispute between the parties involving the performance or interpretation of this Agreement or that in any other way relate to, or arise from, this Agreement, and regardless of whether money damages, equitable relief, or any other type of relief is being sought. Provided, however, if necessary due to a party's disregard of and failure to abide by the non-judicial Dispute Resolution provisions contained in this paragraph 31, the other party may pursue court

action to seek and obtain an order compelling and enforcing such Dispute Resolution provisions, and as part of such action and court order, the court shall order the party not complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs.

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

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

32. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at his/her below-stated office address; mailed to the County's PDM at his/her below-stated office address via certified U.S. mail, postage prepaid; or emailed to the County's PDM at his/her official email address.

Public Defense Manager  
Benton County Office of Public Defense  
7122 West Okanogan Place, Ste #A220  
Kennewick, WA 99336

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be either personally delivered to Attorney at his/her below-stated business address; mailed to Attorney at his/her business address set forth in paragraph 2.a above, via certified U.S. mail, postage prepaid; or emailed to Attorney at his/her business email address.

c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to the recipient in the manner described above. A party may change the address(es) to which notices are to be sent by giving notice of such change of address(es) in conformity with the above provisions of this paragraph for the giving of notice.

33. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

34. **PUBLIC DEFENSE MANAGER** Attorney acknowledges that the County has employed the PDM to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate with the PDM (and his/her designees), and to promptly comply with reasonable requests from the PDM (and/or his/her designees), to allow for the effective monitoring and evaluation of Attorney's performance under this Agreement.

35. **PERFORMANCE STANDARDS MONITORING.** The parties agree and acknowledge that the County, pursuant to its legal duty to provide effective and competent public defense representation, and needing a reasonable, effective and relatively objective way to gauge the effectiveness of contract public defenders, will, by and through its Office of Public Defense, monitor the effectiveness and competence of contract public defenders, including Attorney, by Performance Standards Monitoring ("Monitoring"). Attorney understands that her performance and eligibility for future contracts will be evaluated based on data collected through Monitoring and the County Office of Public Defense may, but is not obligated to, from time to time make known to Attorney any opportunities for improvement as observed through Monitoring efforts and/or issues that need to be addressed. Attorney further agrees to reasonably cooperate

with County, its Office of Public Defense, and any staff from that office that are engaged in Monitoring efforts so that data collected through such efforts are accurate and timely. The actual Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit "A" to this Agreement, the acknowledgement of which, by Attorney's affirmative signature, is required to fully execute this Agreement.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties hereto have entered into and executed this Agreement on the date set forth below.

**BENTON COUNTY**

Date \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Constituting the Board of County  
Commissioners for Benton County

Attest:

\_\_\_\_\_  
Clerk of the Board

**Approved as to Form and Content**

DocuSigned by:

*Michael Vander Sys*

\_\_\_\_\_  
Michael Vander Sys  
Public Defense Manager

**ATTORNEY**

1/31/2023

Date \_\_\_\_\_

DocuSigned by:

*Dennis Hanson*

\_\_\_\_\_  
Dennis Alan Hanson, WSBA 41655

*Not valid unless Performance Standards  
Monitoring Acknowledgment on following  
page is also signed.*

**SIGNING AUTHORITY FOR FIRM** (required  
if attorney is an associate with a law firm)

\_\_\_\_\_  
, WSBA

*I am a principal with signing authority for  
. I acknowledge and understand that  
the above-referenced Attorney, who is an  
associate with my firm, is about to enter into a  
public defense agreement with Benton  
County. I consent to this agreement,  
represent that my firm has sufficient  
resources to assist Attorney in faithfully  
carrying out his/her obligations pursuant to  
this Agreement and in complying with  
Washington State public defense laws, rules,  
and standards.*

## EXHIBIT A

### PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 34 of this Agreement and that said Monitoring will comprise of the following:

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

- Trials held and cases disposed of with favorable resolutions at trial readiness
- 3.5, 3.6 and other significant motions filed
- Motions filed under RCW 10.77 for competency evaluations
- Number of cases disposed of at trial readiness with dismissal or other comparable favorable result
- Number of cases where investigative services were requested
- Number of visits to incarcerated clients in Benton County Jail
- Number of client complaints

b. Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including, but not limited to pre-trial dockets, motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate, among other things:

- Attorney's preparedness and readiness
- Attorney's interactions with clients
- Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment:

DocuSigned by:  
Dennis Hanson

F09CFAAFEF64B6...  
I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions, such as renewals, extensions, caseload increases, or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring.

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	2/14/23	
<b>Subject:</b>	Award of professional services agreement to Shane Harrington, dba Harrington Investigations, LLC	
<b>Presenter:</b>	N/A	
<b>Prepared By:</b>	Michael Vander Sys	
<b>Reviewed By:</b>	Denise Gerry	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

## Summary / Background Information

Benton County is legally obligated to provide investigation services to support public defense cases in Benton County Superior and District Court (“Services”).

Due to caseload issues, it has become necessary to award an additional agreement for Services to Shane Harrington, dba Harrington Investigations, LLC (“Investigator”), which expires December 31, 2023.

The proposed professional services agreement and resolution effectuate a contract with Investigator for the provision of such Services on the terms contained therein, for the period from 02/01/23 to 12/31/23 at the rate of \$66 per hour for investigative services, plus additional flat fees for other related services, all as specified in the proposed agreement.

## Fiscal Impact

Current Expense - compensation not to exceed \$66 per hour, plus other allowable expenses, premiums, and fees as detailed.

## Recommendation

Execute professional services agreement with investigator Shane Harrington, dba Harrington Investigations, LLC for Benton County Superior and District Court for public defense cases. Approve associated resolution as presented.

## Suggested Motion

Approve with consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AWARDING A PROFESSIONAL SERVICES AGREEMENT TO PRIVATE INVESTIGATOR SHANE HARRINGTON, DBA HARRINGTON INVESTIGATIONS, LLC TO PROVIDE PUBLIC DEFENSE INVESTIGATION SERVICES IN BENTON COUNTY DISTRICT AND SUPERIOR COURTS FOR CRIMINAL CASES**

**WHEREAS**, Benton County ("County") is obligated by law to provide investigative services to support indigent defense services in Benton County District and Superior Court for criminal cases ("Services"); and

**WHEREAS**, because of caseload needs, it is necessary for County to award an additional professional services agreement at this time to provide Services; and

**WHEREAS**, private investigator Shane Harrington, dba Harrington Investigations, LLC is qualified to provide Services and interested in entering into an agreement with County for such Services; and

**WHEREAS**, a proposed professional services agreement with investigator Shane Harrington, dba Harrington Investigations, LLC for Services is presented for execution by the Board of Commissioners; **NOW, THEREFORE**

**BE IT RESOLVED** that the proposed professional services agreement with investigator Shane Harrington, dba Harrington Investigations, LLC to provide public defense investigation services in Benton County District and Superior Courts for criminal cases, for the time period from 02/01/23 to 12/31/23 for compensation not to exceed \$66 per hour, plus other allowable expenses, premiums, and fees as detailed, is hereby approved and executed on behalf of Benton County.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner  
Constituting the Board of Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE  
SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON  
COUNTY DISTRICT AND SUPERIOR COURTS  
BCINV2323SXH-001**

<b>CONTRACT SUMMARY</b>			
<b>Contract Type</b>	<b>Investigator</b>		
<b>Contract Number</b>	<b>BCINV2323SXH-001</b>	<b>Contract Holder</b>	<b>Shane Harrington</b>
<b>License #</b>	<b>3828</b>	<b>Effective Dates</b>	<b>February 1, 2023 – December 31, 2023</b>
<b>Compensation</b>	<b>\$66 per hour base</b>  <b>See Exhibit “B” for other itemized rates</b>		
<b>Compensation Payable To:</b>	<b>Harrington Investigations, PC</b>		

**THIS AGREEMENT** is entered into by and between **Shane Harrington**, Washington State Investigator’s License **#3828** (“Investigator”) dba Harrington Investigations, LLC, and **BENTON COUNTY**, a Washington political subdivision (“County”), for and on behalf of the Benton County Superior Court and Benton County District Court (“Courts”).

**THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:**

- A. The County has the legal responsibility to provide investigative services to support the publicly-provided legal defense of indigent persons charged with criminal offenses alleged to have been committed within the jurisdictional boundaries of the County.
- B. Investigator is licensed in the state of Washington to engage in the business of providing private investigative services, has direct experience in investigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide such services to indigent persons subject to criminal charges in the State and local Courts of County.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **February 1, 2023**, and shall continue thereafter through and including **December 31, 2023**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **INVESTIGATOR'S OFFICE LOCATION.**

a. Investigator presently and regularly maintains an office adequate and appropriate for the business of providing private investigative services at **8350 West Grandridge Blvd, STE 200, Kennewick, WA 99336**. Investigator's current local office telephone and fax numbers are **(509) 316-0852** and **n/a** respectively; and Investigator's current office/work e-mail address is **shane@harringtonpi.com**. **This is and shall be the official email for Investigator (until changed as provided by the terms of this Agreement) to receive any and all communications from County and County's Office of Public Defense, including, but not limited to the following:**

- a) Case assignments and related matters
- b) Contract compliance notifications and reminders
- c) Official contract related notices

b. Throughout the entire term of this Agreement, Investigator shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Investigator may relocate Investigator's office to another location within the greater Tri-Cities, Washington, area and/or Investigator may change Investigator's telephone/fax number to another greater Tri-Cities-area local telephone/fax number, and/or Investigator may change Investigator's e-mail address, provided that Investigator must provide immediate written notice of such change(s) to the Benton County Public Defense Manager ("PDM").

c. The County prefers that Investigator locate and maintain Investigator's office in a commercial/professional building. However, regardless of the location Investigator decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Investigator and persons whom Investigator is assigned to assist under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from such persons Investigator is assigned to assist hereunder.

3. **INVESTIGATOR'S QUALIFICATIONS.** Investigator acknowledges and agrees that the County has an obligation to provide competent and effective legal defense services to indigent persons subject to criminal proceedings in the Courts. Investigator shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by investigators engaged in providing investigative services for persons accused of crimes in the state of Washington. Investigator acknowledges and agrees that Investigator has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Investigator is assigned to assist under this Agreement.

a. As of the date of this Agreement, Investigator represents and warrants that Investigator is unconditionally licensed to provide private investigative services either as a "Private Investigator" (RCW 18.165.010(11)), or as a "Private Investigator Agency" (RCW 18.165.010(12)) within the state of Washington; has had at least one (1) year of direct experience in providing investigation services in criminal defense or criminal prosecution matters; has not been a party to an agreement to provide criminal defense-related investigative services that was terminated due to Investigator's conduct, errors, or omissions; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior as an investigator that would negatively reflect on Investigator's duty and ability to effectively and competently render services hereunder; and does not have any complaints or lawsuits filed and/or pending against him/her relating to, or arising from, Investigator's past conduct or behavior as an investigator. **If Investigator is not licensed as a Private investigator Agency as defined in RCW 18.165.010(12), then Investigator shall be employed by a Private Investigator Agency, licensed and in good standing in the State of Washington, and a principal from said Private Investigator Agency shall execute the certificate on the signature page of this Agreement, confirming such employment and supervision, and ratifying this Agreement on behalf of the Agency.**

(i) This Agreement will be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 12 below in the event that Investigator's license to provide investigative services in Washington is revoked or otherwise limited or restricted in any manner.

(ii) Investigator shall notify the County and the PDM within three (3) business days if any event specified in paragraph 3.a.(i) above occurs.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Investigator acknowledges and agrees that the County may conduct criminal history background check(s) on Investigator. Investigator acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. During each calendar year of the term of this Agreement Investigator shall be required to pursue and participate in such training, education, and/or other applicable actions required to maintain Investigator's license to provide investigative services within Washington in full force and effect; and Investigator shall provide the PDM with written proof and confirmation that such requirements have been met no later than December 31<sup>st</sup> of each calendar year.

d. Investigator represents and warrants that, throughout the entire term of this Agreement, Investigator's client caseload on matters outside of this Agreement; Investigator's schedule; and Investigator's office resources, equipment, and support staff; will allow Investigator to competently undertake and

effectively perform all services required under this Agreement. Investigator represents and warrants that Investigator’s client caseload and schedule outside this Agreement will not interfere with Investigator’s ability to timely and efficiently perform services under this Agreement.

4. **OTHER INVESTIGATIVE SERVICES AGREEMENTS.** On or about the date of this Agreement, the County contemplates entering into separate and independent investigative services agreements with other licensed investigators to provide investigative services to persons accused of crimes in the Courts. Investigator agrees to fully cooperate and coordinate with such other investigators, the Courts, and the PDM to establish a process to effectuate the efficient and equitable distribution of clients and cases requiring investigative services. The PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE ASSIGNMENTS.** During the term of this Agreement, Investigator agrees to and shall accept assignments from the PDM to provide investigative services for indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Courts in which publicly-provided legal defense services are furnished or required by law. For each case assigned hereunder, Investigator shall provide investigative services as further described in “**Exhibit A**” to this Agreement. Specifically, Investigator shall provide criminal defense investigative services of the same quality as Investigator provides to private clients.

Optional: Investigator may accept subpoena-service assignments by public defenders employed or contracted with the Benton County Office of Public Defense at the rate stated in Exhibit B and on the terms contained in Section if Investigator initials the following, indicating availability to serve subpoenas:

Investigator is (please select one – if none selected, then defaults to “not available to serve subpoenas”):	
Available to serve subpoenas Initial <sup>DS</sup> <u>SH</u>	NOT available to serve subpoenas Initial _____

**Investigator shall not accept assignments in any other manner than as described in this section. Specifically, Investigator shall not accept “public defense” or “appointed” case assignments directly from public defense attorneys, as the public defense attorneys have no authority whatsoever to directly assign or appoint an investigator to any case.**

a. Individual case assignments for cases other than Class A felonies, persistent offender cases, or homicide cases, shall be made by the PDM utilizing the following procedure:

(i) Upon determining that a case needs an investigator assigned, the public defense attorney of record will contact the PDM, request an investigator, advise of the nature of the investigation, and request a particular investigative cost expenditure limit. The public defense attorney of record may also make a specific request for a particular investigator to be assigned.

(ii) Upon approval of the request for an investigator, if a specific request for a particular investigator has been made, then absent a conflict of interest or inability of that investigator to accept the appointment for any other reason (including vacation or other plans or workload issues) then the PDM will honor the request and assign the requested investigator.

(iii) Upon approval of the request for an investigator, if a specific request for a particular investigator has not been made, the PDM will assign an investigator in his absolute and sole discretion, taking into consideration considerations including, but not limited to, workload equality, investigator skill, case complexity, investigator availability, economies of scale and efficiency.

b. Once an investigator has been assigned to a case, the PDM will provide written notice of the assignment to both the investigator and the public defense attorney of record. Investigator shall not commence any work until written notice of assignment has been received. Such written notice will contain an Funding Approval Code as well as an applicable maximum funding limit which shall constitute the maximum compensation and cost reimbursement payable to Investigator on the particular case unless additional expenditures are requested as provided in paragraph 9(d)(iv). The Funding Approval Code shall indicate the half-year to which it is assigned (for example second half of 2022) and, unless the Funding Approval is extended to another half-year period, (for example, in this case, to the first half of 2023), the work must be completed within the designated half-year period and billed within that half year or within 30 days of the end thereof.

c. Individual case assignments for Class A felonies, persistent offender cases, and homicide cases, shall be made by the PDM in consultation with the public defense attorney of record.

d. Individual subpoena service assignments or "stand-alone" subpoena service (i.e., service of subpoenas separate from investigative services on a case) will be made by the PDM utilizing the following procedure:

(i) Upon determining that subpoenas need to be served, the public defense attorney of record will contact the PDM and request approval to serve such subpoenas.

(ii) Upon approval of the request, the PDM will assign the service of the subpoenas to a server from a list of approved subpoena servers on a

rotating basis. **Investigator may elect not to be on this list. As stated above, this Agreement does not obligate Investigator to accept “stand-alone” subpoena service assignments.**

(iii) Once the subpoena service has been assigned to a particular investigator, both the investigator and the public defense attorney of record will receive written notification of the assignment from the PDM, which notice shall constitute authorization for the investigator to proceed.

e. Service of subpoenas in conjunction with an assigned investigation does not need prior approval or authorization. However, compensation is limited to the amount stated in Exhibit B to this Agreement.

f. In any case when Investigator has been assigned to a matter of any sort as provided herein, unless expressly excused by the public defense attorney of record, Investigator shall notify the PDM and decline the assignment if Investigator is unable, for any reason, to commence work on the case (which shall mean, at a minimum, meeting with the public defense attorney of record for a case briefing and reviewing discovery as necessary) within 72 hours of the assignment, not including weekends and official holidays recognized by the State of Washington.

## 6. **CONTINUED SERVICES.**

a. Investigator shall have a duty to timely and fully complete all cases assigned to Investigator under this Agreement. Without limitation in that regard, Investigator shall continue to provide investigative services for those persons whom Investigator was assigned to assist and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Investigator's obligation to continue providing post-termination services shall not in any way entitle Investigator to receive any additional compensation beyond the maximum investigative cost expenditure limit expressly specified in the written notice from the PDM authorizing Investigator's assignment to the case.

b. Investigator will be assigned to no new cases under this Agreement during the thirty (30) day period prior to its expiration date specified in paragraph 1 above if Investigator provides written notice to the County at least sixty (60) days prior to such termination date of Investigator's desire and intent to not pursue contracting with the County again to provide investigative services in the Courts after such expiration date. Investigator may belatedly provide such written notice at any time within said sixty (60) day time period, but the assignment of new cases to Investigator will not stop until thirty (30) days after the date such notice has been received by the County.

7. **CLIENT ELIGIBILITY.** The Courts (or their designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular

person for assistance by Investigator under this Agreement. Investigator is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly-provided assistance. However, if Investigator is assigned to provide services to a person and subsequently discovers that such person may not be eligible to receive publicly-provided assistance under applicable laws, rules and standards, Investigator, if able to do so within the bounds of ethical rules and professional standards applicable to investigators, shall promptly provide the public defense attorney(s) representing the person with such information.

8. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Investigator shall not be required to accept, and Investigator shall decline to accept, an assignment under this Agreement if the particular assignment would create a true and bona fide conflict of interest for Investigator or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to investigators in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Investigator receiving an assignment under this Agreement (or in the event Investigator's continued involvement in a pending assigned case would cause or constitute an actual violation of any such ethical or professional standards), Investigator shall immediately make the public defense attorney(s) representing the affected indigent person aware of such development for purposes of the attorney(s) taking immediate action to pursue the assignment of another investigator.

9. **COMPENSATION AND REIMBURSEMENT.**

a. As full and exclusive compensation for Investigator's performance and rendering of independent professional investigative services hereunder, Investigator shall be compensated as provided in Exhibit B.

b. Payment of such compensation is based on time expended on the case by Investigator only. Time expended by other persons (including, without limitation, Investigator's support staff or associate investigators) on a case at Investigator's request or direction shall be part of Investigator's business overhead and shall not be billable to the County.

c. Investigator acknowledges and agrees that Investigator shall not be entitled to claim or receive any reimbursement/payment from the County for any business or office-related overhead costs or expenses incurred by Investigator during the course of rendering services under this Agreement (including, without limitation, costs and expenses associated with Investigator's office, office staff, office equipment/facilities, and/or other office-related resources). The County recognizes, however, that in certain circumstances the need may arise for Investigator to incur certain types of out-of-pocket expenses directly related to an indigent person's case such as costs of out-of-area travel, meals and lodging.

(i) Investigator shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however,

Investigator shall not incur any such expense nor shall Investigator be entitled to be reimbursed for any such expense unless such expense has been pre-approved as necessary and reasonable by the PDM in accordance with applicable rules, procedures, and standards. Such authorization shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such authorization may nevertheless provide approval for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Investigator for any approved expenditures and costs pertaining to case-related out-of-area travel, meals, and lodging, any reimbursement to Investigator for such expenditures and costs shall not exceed the amounts that are set forth in the Federal General Services Administration ("GSA") reimbursement schedule existing for the locality (if applicable) and period of time when the costs are accrued.

(ii) Without limiting or expanding the preceding provisions of this paragraph 9, Investigator shall be reimbursed only for Investigator's vehicle mileage outside of the Tri-Cities (i.e., outside of the city limits of the Cities of Kennewick, Richland, West Richland and Pasco) accrued while directly engaged in investigations under this Agreement. The rate of such reimbursement shall be equivalent to the rate published by the GSA for the locality (if applicable) and period of time when the mileage is accrued. Such vehicle mileage shall be reimbursed only one time to Investigator, and Investigator shall not attempt to seek duplicative or excessive reimbursement for mileage accrued while simultaneously rendering services on more than one case (e.g., if Investigator accrues 10 miles to travel to a particular location to interview witnesses involved in two separate cases assigned to Investigator hereunder, Investigator shall only be reimbursed for that 10 miles, and not for 20 miles by attempting to claim reimbursement of 10 miles for each case). For such reimbursable case assignment travel, mileage shall be calculated beginning from the Benton County Justice Center in Kennewick to the location where the investigative services are actually rendered (e.g., witness's residence) utilizing and based on the most direct route over public roadways.

d. As a precondition to Investigator being paid the above-mentioned compensation and reimbursements for costs and expenses hereunder, Investigator shall submit a "Claim for Compensation" in such form as is prescribed by the PDM, including with such submission an invoice that descriptively sets forth and details the total number of hours (documented and stated in one-tenth (1/10<sup>th</sup>) hour intervals) expended by Investigator on the case and that further describes and details the particular actions taken by Investigator on such case that correspond to such expended and billed hours including the date when such actions were taken (exercising appropriate discretion to protect client

confidentiality given that such documents are matters of public record unless sealed by the court at the request of the defense attorney representing the client). **For purposes of these invoices, the subject of any field witnesses shall only be identified by their initials and city where the interview took place (no full names and no addresses). Provided, however, that Investigator shall retain information related to the full names of witnesses and addresses where interviews took place, in case an audit requires such information.**

(i) Investigator's administrative time expended to prepare, submit, and process Claims for Compensation shall not be billable to the County.

(ii) All Claims for Compensation under this Agreement shall be subject to the PDM's review and approval for payment.

(iii) Investigator shall timely submit such Claims for Compensation within the half of the year designated by the Funding Approval Code unless another Funding Approval Code, designating another half-year, has been issued.

(iv) The cumulative sum of compensation and reimbursements being claimed shall be limited to the unclaimed expenditure limit stated in the written notice of assignment unless authorization for additional expenditure is requested and granted **prior to** providing the additional services that incur such additional expenditure. Investigator shall request Funding Approval for such additional expenditures by submitting a request using the on-line secure form provided by Benton County, and may proceed with the work once an additional Funding Approval Code has been received.

(v) Investigator should expect processing time for requests for authorization for additional expenditures of 2-3 business days. It is Investigator's responsibility to plan investigations and the submission of requests for authorization for additional expenditure in a manner that takes into account this anticipated processing lead time.

(vi) In situations of bona fide emergency, requests for authorization for additional expenditures may be submitted after additional services have been provided. However, the amount of services provided shall be limited to that amount which is essential to address the emergency, and a request for authorization for additional expenditure shall be submitted within 2 business days detailing and specifically describing the circumstances of the emergency. For purposes of this paragraph, the term "emergency" shall be defined as any situation where critically necessary investigative work, beyond what has already been authorized, must be completed within such a short timeframe that it is not possible to obtain authorization from the PDM in advance and the inability to complete such

investigative work is reasonably likely to prejudice the rights of the indigent defendant whose criminal case Investigator is assigned to provide investigative services for.

(vii) If Investigator or Investigator's staff wish to make billing inquiries, such inquiries shall be made by email directed to such email address as the PDM designates for such purpose. Investigator should expect such emailed inquiries to be responded to within 3 business days. Repeated telephone contact with the PDM or the PDM's staff, for the sole purpose of making billing inquiries, shall constitute a breach of this Agreement.

e. Claims for Compensation may be submitted throughout any given month. Properly submitted claims will be processed pursuant to existing OPD and County vendor invoice processing systems and paid accordingly. **All Claims for Compensation must be submitted electronically and sent to [OPDClaims@co.benton.wa.us](mailto:OPDClaims@co.benton.wa.us).**

f. The above-stated compensation to Investigator will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective May 31, 2022, the above referenced compensation to Investigator also would terminate as of such date, and Investigator would not be entitled to receive any further compensation from the County; provided that, Investigator would be entitled to receive any then-accrued and unpaid compensation for services rendered hereunder prior to such termination date; and further provided that Investigator may be entitled to receive compensation for continuing post-termination services provided pursuant to paragraph 6.a. above.

10. **INDEMNIFICATIONS AND HOLD HARMLESS.** Investigator agrees to and shall fully indemnify the County and their elected/appointed representatives, officers, employees, and agents; and to hold the County and their elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Investigator's (or any person, employee, agent, contractor, or entity acting for or on behalf of Investigator or at Investigator's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of investigative services for any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of their elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Investigator hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Investigator's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other

legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Investigator waives, with respect to the County only, any immunity that would otherwise be available to Investigator under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

11. **INSURANCE.**

a. Investigator shall obtain and maintain, at Investigator's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 and Contractual Liability coverage) in the amount of not less than \$1,000,000.00 per occurrence nor less than \$2,000,000.00 in the aggregate during the policy term. Additionally, if Investigator is an employer, Investigator shall obtain and maintain, at Investigator's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than \$1,000,000.00.

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

(ii) The insurance policies required by this paragraph 11.a shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Investigator shall continuously maintain the insurance coverage required by this paragraph 11.a throughout the entire term of this Agreement and throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder.

b. Investigator shall also obtain and maintain, at Investigator's sole cost and expense, a policy of professional liability or errors and omissions insurance suitable for Investigator's profession, in the amount of no less than \$1,000,000.00 per claim nor less than \$2,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) acting for or on behalf of Investigator in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Investigator (and/or such additional insureds) during the course of performing services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Investigator shall continuously maintain the professional liability insurance coverage required by this paragraph 11.b throughout the entire term of this Agreement, throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Investigator has fully completed all services and duties required hereunder.

c. Contemporaneously with Investigator's execution of this Agreement, Investigator shall provide the County and their designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 11, and Investigator shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

## 12. **TERMINATION.**

a. In addition to any automatic termination provisions set forth in this Agreement, the County may elect to terminate this Agreement in the event Investigator fails for whatever reason to comply with any provision of this Agreement after giving Investigator ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Investigator's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

b. In addition to the foregoing provisions regarding termination, either Investigator or the County may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Investigator's obligation and duty to accept and complete cases assigned to Investigator, Investigator shall not be assigned to any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

13. **INDEPENDENT CONTRACTOR.** Investigator fully understands, acknowledges, and agrees that Investigator shall not be an agent, representative, or employee of the County or the Courts for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Investigator, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Investigator's duties, responsibilities and obligations imposed under this Agreement, Investigator shall have sole and absolute discretion using Investigator's best professional judgment to determine the manner and means of providing the investigative services required under this Agreement; and neither the County, the PDM, nor the Courts shall have any authority or duty to directly control the actual performance of Investigator's services hereunder.

14. **NON-ASSIGNMENT; MILITARY LEAVE.** Investigator shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Investigator assign, subcontract out, or otherwise delegate any of Investigator's rights, responsibilities, or obligations under this Agreement. In the event Investigator is called up for active military duty or for direct civilian support of active military operations, Investigator shall provide the County and the PDM with written notice of such event within five (5) business days of Investigator being called up so that the PDM and Investigator can coordinate and arrange for an appropriate substitute to handle Investigator's duties under this Agreement while Investigator is on military leave and any reasonable back-to-civilian-life transition time requested by Investigator upon return. Investigator shall receive no compensation under this Agreement while on leave or during any such transition time.

15. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified investigator to replace and succeed Investigator in providing investigative services to indigent persons in the Courts.

16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

17. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

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

19. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Investigator's heirs, legal/personal representatives, successors, and assigns.

20. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

21. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

22. **DISPUTE RESOLUTION.**

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The County shall pay one-half of the mediator's fees and expenses, and Investigator shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and Investigator shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding

as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

23. **NOTICES.**

a. Any notices required or permitted to be given by Investigator to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at his below-stated office address; mailed to the County's PDM at his below-stated office address via certified U.S. mail, postage prepaid; or emailed to the County's PDM at the below-stated official email address for notices:

Public Defense Manager  
Benton Office of Public Defense  
7122 West Okanogan Place, Building A  
Kennewick, WA 99336

[OPDNotices@co.benton.wa.us](mailto:OPDNotices@co.benton.wa.us)

b. Any notices required or permitted to be given by the County to Investigator under this Agreement shall be in writing and shall be personally delivered to Investigator or mailed to Investigator via certified U.S. mail, postage prepaid, at Investigator's office address specified and set forth in paragraph 2.a above; or emailed to Investigator at his/her business email address set forth in paragraph 2.a.

c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

24. **LEGAL COMPLIANCE.** Investigator agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Investigator's pursuit and performance of activities and services

under this Agreement. Without limitation in that regard, Investigator shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Investigator shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or its contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

**IN WITNESS WHEREOF**, the parties hereto have entered into and executed this Agreement on the date set forth below.

**BENTON COUNTY**

**ATTORNEY**

Date \_\_\_\_\_

Date 1/27/2023

\_\_\_\_\_  
Chairman

DocuSigned by:  
Shane Harrington  
Shane Harrington, PI# 3828

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Constituting the Board of County  
Commissioners for Benton County

Attest:

\_\_\_\_\_  
Clerk of the Board

**Approved as to Form and Content**

DocuSigned by:  
Michael Vander Sys  
Michael Vander Sys  
Public Defense Manager

## EXHIBIT A - SCOPE OF SERVICES

Investigator shall provide, as assigned and approved on a case-by-case basis, professional quality criminal defense investigation services to defense attorneys assigned to represent indigent defendants with criminal cases pending in Benton County Superior Court (including its Juvenile Division) and Benton County District Court.

The services to be provided under this agreement may include, but are not limited to:

- Attempting to locate witnesses
- Interviewing witnesses
- Interviewing victims
- Researching the criminal history or backgrounds of witnesses or victims
- Conducting surveillance of witnesses
- Diagramming crime scenes or other locations associated with a criminal case
- Photographing items, locations, persons or anything else relevant to defense of a criminal case
- Cataloging and tracking evidence (only permitted in cases with large amounts of evidence)
- Serving subpoenas

Investigator may provide, as assigned, and only if Investigator elects to do so, subpoena service. Provided, however, that the maximum compensation for such subpoena services shall be as stated in Exhibit B – Compensation.

Absent **specific written instruction to do so from BCOPD**, Investigator shall not be compensated for any of the following services:

- (e) “Evaluating” any legal document including search warrants
- (f) Reviewing police reports or any other discovery for purposes of evaluating their sufficiency or for the purposes of determining what, if any, investigation needs to be done
- (g) Spending time at any hearing or trial except when appearing for the purpose of testifying as a witness
- (h) Appearing at or waiting during any criminal pre-trial docket

Furthermore, Investigator shall not arrange for or bill for, the services of third-party experts since these experts are to be coordinated through the attorney of record with authorization from BCOPD. Experts include, but are not limited to:

- Polygraph examiners

- DNA, fingerprint, firearms experts
- Experts on the identification of substances including controlled substances
- Handwriting or document analysis experts
- Arson experts

**EXHIBIT B – COMPENSATION**

Service	Rate	Comments
Investigator time	\$66 per hour	Must be billed in increments of 1/10 <sup>th</sup> of an hour together with date and description of services rendered.
Mileage	Published US GSA rate	Only for investigations outside of Tri-Cities area. Starts from the Benton County Courthouse.
Standard locate	\$20 per locate	For locating addresses using subscription database services
Background investigation	\$50 each	Only for background investigations that involve more than a WATCH inquiry. WATCH inquiry cases are compensated on a reimbursement basis only
Transcription	\$5/page	Only upon specific advance written authorization
Subpoena service	\$50 each service for up to four attempts. Any additional attempts for same service shall collectively qualify for additional \$50.	Contractors are not required to accept subpoenas for service. However, if they do serve subpoenas, this is the maximum compensation for doing so.
Video and photo DVD	\$35 each, \$10 for extra copies	With menu, ready for trial format.
Photo CD	\$10 each	
Photocopies	\$0.13 per page	
Notary public services	\$10 (or statutory maximum, whichever is higher) for each document, record, or instrument	

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023	
<b>Subject:</b>	Purchase of Mobile Police Radio Replacement Equipment from Motorola Solutions utilizing NASPO Contract 00318 for the Benton County Sheriff's Office	
<b>Presenter:</b>		
<b>Prepared By:</b>	Lisa Small	
<b>Reviewed By:</b>	Eric Andrews; BCSO; Purchasing Dept.	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A            (If no, include reasoning for no approval)	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract	

## Summary / Background Information

The Board of Benton County Commissioners approved the 2023-2024 Public Safety Tax Funding request that was submitted by the Benton County Sheriff's Office (BCSO) for the purchase of Mobile Police Radio Replacement for an amount not to exceed \$135,000. BCSO initially requested the replacement of 20 mobile radios that are malfunctioning due to the age of the radios and was later authorized to purchase an additional unit as long as the cost did not exceed the approved \$135,000.

BCSO received a quote from Motorola Solutions attached hereto as Exhibit B to the Purchase Agreement for the purchase of 21 mobile radios for a total amount of \$126,752.40 including WSST, based on the NASPO Contract No. 00318.

BCSO also received a separate quote in the amount of \$3,538.19 including WSST for the programming and installation of said equipment, which will be performed under a separate contract. The Benton County Sheriff recommends moving forward with the purchase of said equipment.

## Fiscal Impact

Cost: \$126,752.40 including WSST

Fund: Approved 2023-2024 Sheriff's Office Public Safety Tax Fund – 1480, Dept 121.

## Recommendation

Approve the attached Resolution authorizing the BCSO to purchase a total of 21 mobile police radio replacement equipment for an amount not to exceed \$126,752.40 and authorize the Chairman to sign the attached Purchase Agreement between Benton County and Motorola Solutions.

## Suggested Motion

Approved as part of the Consent Agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF (21) MOBILE POLICE RADIO REPLACEMENT EQUIPMENT FROM MOTOROLA SOLUTIONS UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICE NASPO CONTRACT NO. 00318 FOR THE BENTON COUNTY SHERIFF'S OFFICE

**WHEREAS**, the Board of Benton County Commissioners approved the 2023-2024 internal Public Safety Tax Funding request that was submitted by the Benton County Sheriff's Office (BCSO) for the purchase of Mobile Police Radio Replacement for an amount not to exceed \$135,000; and

**WHEREAS**, BCSO initially requested the replacement of 20 mobile radios that are malfunctioning due to the age of the radios and was later authorized to purchase an additional unit as long as the cost did not exceed the approved \$135,000; and

**WHEREAS**, BCSO received a quote from Motorola Solutions attached hereto as Exhibit B to the Purchase Agreement for the purchase of said equipment for a total amount of \$126,752.40 including WSST, based on the NASPO Contract No. 00318; and

**WHEREAS**, BCSO also received a separate quote in the amount of \$3,538.19 including WSST for the programming and installation of said equipment, which will be performed under a separate contract, and the Benton County Sheriff recommends moving forward with the purchase of said equipment; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and authorizes the purchase of (21) mobile police radio replacement equipment for the Benton County Sheriff's Office from Motorola Solutions utilizing the Washington State Department of Enterprise Services NASPO Contract No. 00318 in the amount of \$126,752.40 including WSST to be paid from the approved 2023-2024 Sheriff's Office Public Safety Tax Fund - 1480, Dept. 121; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the attached Purchase Agreement between Benton County and Motorola Solutions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

Attest.....  
Clerk of the Board

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

PURCHASE AGREEMENT			RESOLUTION No: _____	
<b>Benton County, Washington</b>			Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.	
Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350				
Vendor: Motorola Solutions			<b>AGREEMENT:</b>	
Vendor Code:			In exchange for the consideration identified herein, the Vendor agrees to provide the following equipment to Benton County under the terms described within this Agreement.	
Vendor Contact: Roy Kyser - Roy.Kyser@motorolasolution.com				
Vendor Contact (360) 409-3223				
Vendor Principal Place of Business: 500 W Monroe Street, Suite 4400, Chicago, IL 06661				
Ship To:		Bill To:		
Benton County Sheriff's Office		Benton County Sheriff's Office		
7122 W. Okanogan Pl. Suite #A120		7122 W. Okanogan Pl., Suite #A120		
Kennewick, WA 99336		Kennewick, WA 99336		
		Attn: Jason Erickson		
P.O. Date:		2/28/2019		
Line	Description	Qty	Unit Price	Total Price
1	Exhibit B - Motorola Solutions Quote #2015963	1	116,607.54	116,607.54
The term of this Agreement shall be 6 months from the date of execution. Payment is due by the County to Vendor after receipt of equipment and within thirty (30) days of invoice date.			SUB TOTAL = \$ 116,607.54	
			8.70% SALES TAX = 10,144.86	
			TOTAL ORDER = \$ 126,752.40	
This Purchase Agreement incorporates by reference all terms and conditions of Washington Master Contract/NASPO #00318 (attached hereto as Exhibit A), Motorola Solutions Quote #2015963 (Exhibit B), and Products & Price Schedule (attached hereto as Exhibit C).			Questions and Clarifications should be addressed to the Buyer Contact:	
Vendor's signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicted terms.			Contact: Jason Erickson	
In case of conflict, the order of precedence is:			Address: 7122 W. Okanogan Pl., Suite #A120	
1. Exhibit A - Washington Master Contract/NASPO #00318;			Kennewick, WA 99336	
2. Exhibit B - Motorola Solutions Quote #2015963;			Phone: (509) 735-6555 Ext. 3420	
3. Exhibit C - Products Price Schedule;			Email: <a href="mailto:Jason.Erickson@co.benton.wa.us">Jason.Erickson@co.benton.wa.us</a>	
4. This Purchase Agreement				
Approved as to Form (Deputy Prosecutor): <i>Eric Andrews</i>				
Eric Andrews, Civil DPA				

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): Roy Kyser Title: Area Sales Manager Date: 2/3/23

Vendor Signature:  \_\_\_\_\_

Chairman  
Benton County

Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_  
Will McKay, Chairman

Billing Address:  
 BENTON COUNTY SHERIFF  
 OFFICE  
 7122 W OKANOGAN PL BLDG A  
 KENNEWICK, WA 99336  
 US

Quote Date:01/18/2023  
 Expiration Date:03/19/2023  
 Quote Created By:  
 Marlon Johnson  
 mjohnson@daywireless.com

End Customer:  
 BENTON COUNTY SHERIFF OFFICE  
 Lt. Jason Erickson  
 Jason.Erickson@co.benton.wa.us  
 735-6555

Contract: 19860 - NASPO 00318

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	21	\$3,253.00	\$2,374.69	\$49,868.49
1a	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	21	\$604.80	\$604.80	\$12,700.80
1b	W20CA	ADD: KEYPAD MIC GCAI APX	21	\$198.00	\$144.54	\$3,035.34
1c	G51AU	ENH: SMARTZONE OPERATION APX6500	21	\$1,320.00	\$963.60	\$20,235.60
1d	G67DT	ADD: REMOTE MOUNT E5 APXM	21	\$327.00	\$238.71	\$5,012.91
1e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	21	\$0.00	\$0.00	\$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	21	\$66.00	\$48.18	\$1,011.78
1g	G89AC	ADD: NO RF ANTENNA NEEDED	21	\$0.00	\$0.00	\$0.00
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	21	\$0.00	\$0.00	\$0.00
1i	G806BL	ENH: ASTRO DIGITAL CAI OP APX	21	\$567.00	\$413.91	\$8,692.11



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	GA01670AA	ADD: APX E5 CONTROL HEAD	21	\$717.00	\$523.41	\$10,991.61
1k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	21	\$0.00	\$0.00	\$0.00
1l	G361AH	ENH: P25 TRUNKING SOFTWARE APX	21	\$330.00	\$240.90	\$5,058.90

Subtotal \$116,607.54

Estimated Tax \$10,144.86

**Grand Total \$126,752.40(USD)**

Notes:



# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023	
<b>Subject:</b>	Awarding the Purchase of Eight TruckVault Boxes to TruckVault, Inc. for the Benton County Sheriff's Office	
<b>Presenter:</b>		
<b>Prepared By:</b>	Lisa Small	
<b>Reviewed By:</b>	Lt. Clark; Purchasing Dept.	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

**Summary / Background Information**

The Benton County Sheriff's Office (BCSO) is a contributing member of the Tri-City Regional SWAT Team (TCRST) and BCSO maintains a minimum of seven (7) members assigned to TCRST and all members are required to carry a variety of specialized weapons and tools used to complete those SWAT missions.

The use of vault boxes in the vehicles provide secure and safe transportation storage of said specialized weapons and tools. The purchase of the SWAT vehicle vault boxes was approved by the Board of Commissioners during the 2023-2024 Public Safety Sales Tax RFP request.

The Purchasing Department solicited all vendors listed on the MRSC Vendor's List under Main Category: Equipment with Sub-Category: Safes and Vaults for the purchase of eight (8) TruckVault boxes resulting in the only quote received:

- TruckVault, Inc., Sedro-Woolley, WA - \$24,506.00, excluding WSST

**Fiscal Impact**

Cost: \$24,506.00 excluding WSST  
 Fund: Approved 2023-2024 Sheriff's Office Public Safety Tax Fund – 1480, Dept 121.

**Recommendation**

Approve the attached Resolution authorizing the purchase of eight (8) TruckVault boxes from TruckVault, Inc. for an amount not to exceed \$24,506.00 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 AWARDING THE PURCHASE OF EIGHT (8) TRUCKVAULT BOXES TO TRUCKVAULT, INC. TO PROVIDE SECURE AND SAFE TRANSPORTATION STORAGE FOR SPECIALIZED WEAPONS AND TOOLS IN THE VEHICLES UTILIZED BY THE TRI-CITY REGIONAL SWAT TEAM**

**WHEREAS**, the Benton County Sheriff's Office (BCSO) is a contributing member of the Tri-City Regional SWAT Team (TCRST); and

**WHEREAS**, BCSO maintains a minimum of seven (7) members assigned to TCRST and all members are required to carry a variety of specialized weapons and tools used to complete those SWAT missions; and

**WHEREAS**, the use of vault boxes in the vehicles provide secure and safe transportation storage of said specialized weapons and tools; and

**WHEREAS**, the purchase of the SWAT vehicle vault boxes was approved by the Board of Commissioners during the 2023-2024 Public Safety Sales Tax RFP request; and

**WHEREAS**, the Purchasing Department solicited all vendors listed on the MRSC Vendor's List under Main Category: Equipment with Sub-Category: Safes and Vaults for the purchase of eight (8) TruckVault boxes resulting in the only quote received:

- TruckVault, Inc., Sedro-Woolley, WA - \$24,506.00, excluding WSST

**WHEREAS**, the BCSO reviewed the quote for completeness and recommends awarding the purchase of the eight (8) TruckVault boxes to TruckVault, Inc., Sedro-Woolley, WA in the amount of \$24,506.00 excluding WSST as the only responsive bidder; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby awards the purchase of the eight (8) TruckVault boxes to TruckVault, Inc., Sedro-Woolley, WA in the amount of \$24,506.00 excluding WSST as the only responsive bidder; and

**BE IT FURTHER RESOLVED**, the above mentioned purchase will be paid from the approved Benton County Sheriff's Office Public Safety Tax Fund – 1480, Dept. 121.

Dated this 14th day of February, 2023.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

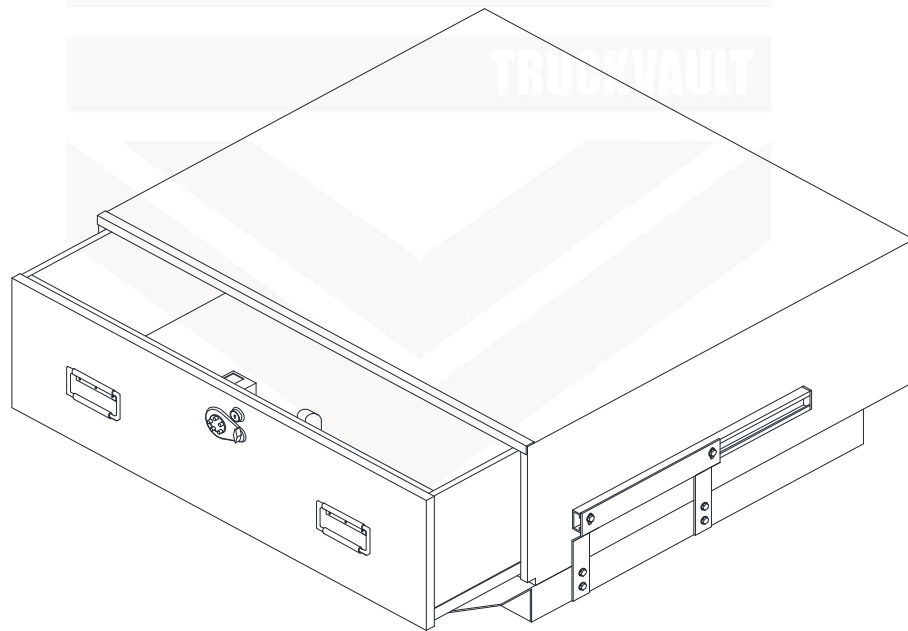
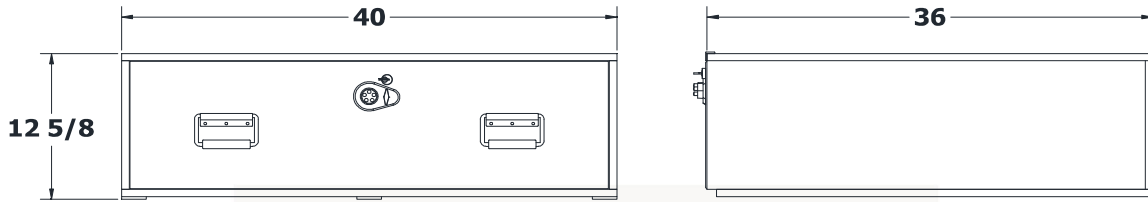
\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

<b>MAKE:</b>	Ford	<b>MODEL:</b>	Explorer 2020	<b>YEAR:</b>	2020 -
<b>3RD ROW SEAT:</b>	No	<b>SPARE TIRE ACCESS:</b>	Yes	<b>STYLE:</b>	

**STOCK CODE: T-FDEXRM1-20N-PS-PP-LT**



<b>VAULT WIDTH:</b>	40	<b>INSIDE DRAWER HEIGHT:</b>	10 1/8
<b>VAULT LENGTH:</b>	36	<b>INSIDE DRAWER LENGTH:</b>	33 5/8
<b>VAULT HEIGHT:</b>	12 3/8	<b>INSIDE DRAWER WIDTH:</b>	37 7/16
		<b>INSIDE DRAWER DIAGONAL:</b>	50
<b>OVERALL HEIGHT:</b>	12 5/8		

ADDITIONAL INFORMATION:

**NOTE:** Overall Vault height may increase by 1/2" with protective front iron & carpet or 3/4" with all weather coating

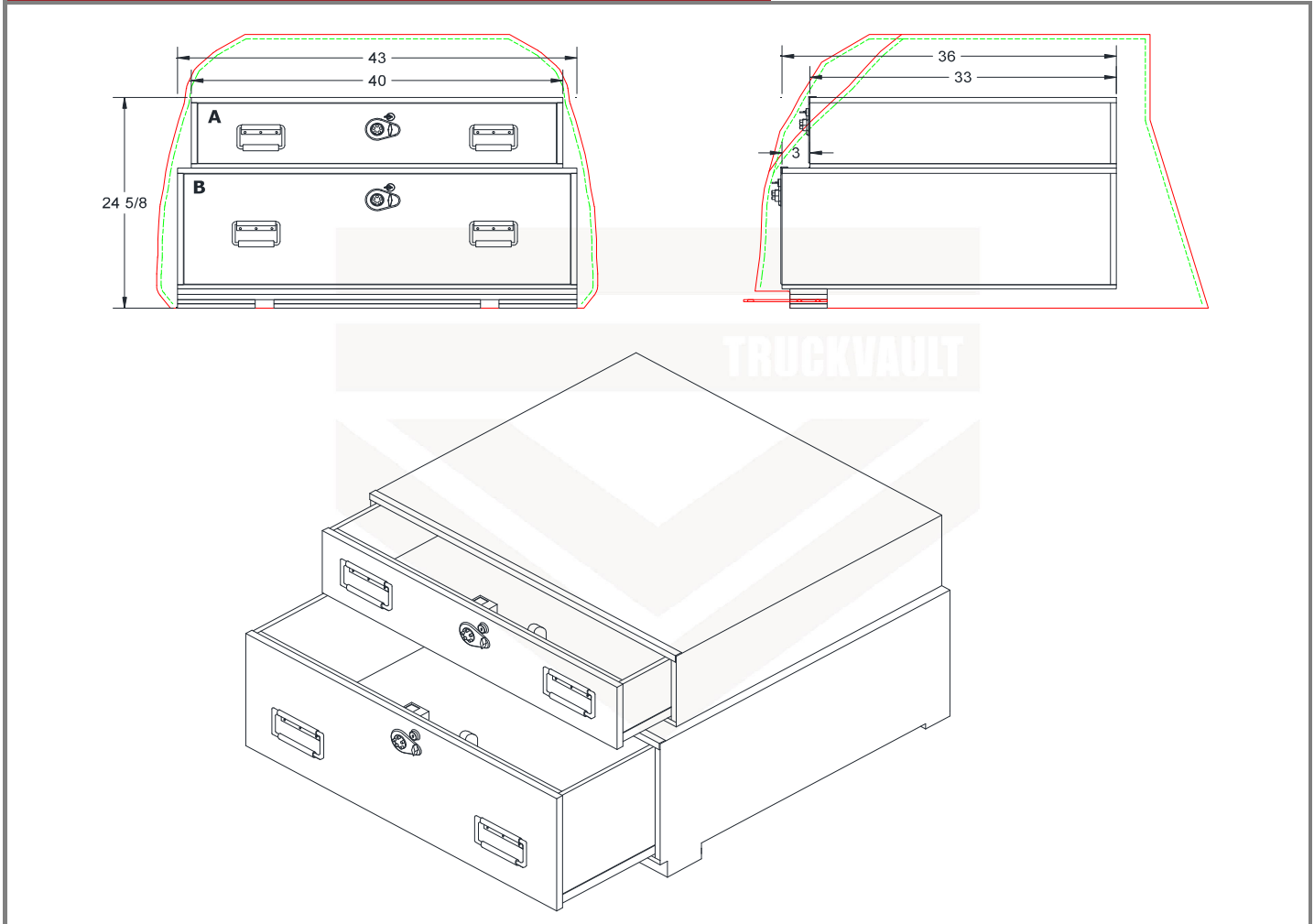
**NOTE:** Depending on the style, some locks will increase the Overall Vault length an additional 1 5/8"

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<b>MAKE:</b>	FORD	<b>MODEL:</b>	INTERCEPTOR	<b>YEARS:</b>	2020 -
<b>3RD ROW SEAT:</b>	No	<b>SPARE TIRE ACCESS:</b>	No	<b>STYLE:</b>	

**STOCK CODE: C11326A**



<b>VAULT WIDTH:</b>	40	<b>INSIDE DRAWER HEIGHT:</b>	A: 6 1/8	B: 12
<b>VAULT LENGTH:</b>	36	<b>INSIDE DRAWER LENGTH:</b>	A: 30 5/8	B: 33 5/8
<b>VAULT HEIGHT:</b>	22 3/8	<b>INSIDE DRAWER WIDTH:</b>	A: 36 7/8	B: 40 7/16
		<b>INSIDE DRAWER DIAGONAL:</b>	A: 47 9/16	B: 52 3/16
<b>OVERALL HEIGHT:</b>	24 5/8			

ADDITIONAL INFORMATION:

**NOTE:** Overall Vault height may increase by 1/2" with protective front iron & carpet or 3/4" with all weather coating  
**NOTE:** Depending on the style, some locks will increase the Overall Vault length an additional 1 5/8"

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# SALES QUOTE

P. O. Box 734 Sedro-Woolley, WA 98284 | Phone: (800) 967-8107 | Fax: (360) 855-2239

Branch / Type: 30 / R  
Tax Exempt Number:

Quote Valid for 30 days

Quote Number: 250462  
Quote Date: 01/30/23

<b>Bill To:</b> Benton County Sheriff - WA  7122 W Okanogan Place #A120 Kennewick WA 99336- USA Phone: 5097356555	<b>Ship To:</b> Benton County Sheriff - WA  7122 W Okanogan Place Bldg A Kennewick WA 99336-- USA Email: Michael.Clark@co.benton.wa.us
---	--

Customer ID	Account No.	Account Rep
BEN0043		Lisa Herrera - lisah@truckvault.com

Qty	Item No.	Description	Unit Price	Unit Disc.	Extension
4	Z-CUSTOM	Custom Vault Temp stock code TEMPORARY Custom 2 Drawer Stacked 12" interior drawer on bottom 6 1/8" interior on top Vehicle Year 2020 No Third Row Seat Prisoner Cage / K9 Present Exterior Carpet Gray Drawer Interior Carpet Gray Drawer Front(s) Black Composite 2 Drawer Push Button Locks w/Key Override No Dividers,exchange for 1 layer of foam in each drawer  Custom Drawing #C11326A	3,780.00	756.00	12,096.00
1	P-961	Custom Design Charge Complex 1 - Mods, Stacked, Wings	250.00	0.00	250.00
8	P-591	LED Drawer Lighting w/Batt Open Market Line Item	35.00	7.00	224.00
4	T-FDEXRM1-20N-PS-PP-LT	Explorer Mag 1 Dwr Police Package; Lift Magnum Height 1 Drawer Vehicle Year:2023 PPV No 3rd Row Seats Prisoner Cage: Yes Exterior Carpet: Black Interior Carpet: Grey Drawer Front: Black Composite Lock: Push Button w/Key Override 2 Magnum Carpeted Long Dividers	3,435.00	687.00	10,992.00

By signing this document I acknowledge that I have carefully examined the ORDER CONFIRMATION details and have found it to conform to my order specifications and accept full ownership of the product(s) and all associated responsibility. I assume responsibility for any required shipping charges, even when omitted from any associated purchase order. All transactions to be completed in US Dollars. Products will be exported from the United States in accordance with the Export Administration Regulations. Diversion or use contrary to U.S. law is prohibited. TruckVault is an equal opportunity employer.

<b>Gross Amount</b>	30,570.00
<b>Gross Discount</b>	-6,064.00
<b>Sub Total</b>	24,506.00
<b>Freight<sup>1</sup></b>	0.00
<b>Sales Tax<sup>2</sup></b>	123.37
<b>Order Total</b>	<b>24,629.37</b>

Accepted by \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup>Freight Rates are subject to change at the time of purchase based on current economic conditions

<sup>2</sup>Gun Safes are tax exempt under Texas and Washington State Law



# SALES QUOTE

P. O. Box 734 Sedro-Woolley, WA 98284 | Phone: (800) 967-8107 | Fax: (360) 855-2239

2 Magnum Carpeted Short Dividers

4 P-942

In-Drawer Map Board, No Pencil Tray Rests On  
Ledgers, Magnetic, Dry Erase

295.00

59.00

944.00

By signing this document I acknowledge that I have carefully examined the ORDER CONFIRMATION details and have found it to conform to my order specifications and accept full ownership of the product(s) and all associated responsibility. I assume responsibility for any required shipping charges, even when omitted from any associated purchase order. All transactions to be completed in US Dollars. Products will be exported from the United States in accordance with the Export Administration Regulations. Diversion or use contrary to U.S. law is prohibited. TruckVault is an equal opportunity employer.

Accepted by \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup>Freight Rates are subject to change at the time of purchase based on current economic conditions

<sup>2</sup>Gun Safes are tax exempt under Texas and Washington State Law

<b>Gross Amount</b>	30,570.00
<b>Gross Discount</b>	-6,064.00
<b>Sub Total</b>	24,506.00
<b>Freight<sup>1</sup></b>	0.00
<b>Sales Tax<sup>2</sup></b>	123.37
<b>Order Total</b>	<b>24,629.37</b>



# SALES QUOTE

P. O. Box 734 Sedro-Woolley, WA 98284 | Phone: (800) 967-8107 | Fax: (360) 855-2239

- 1/2" MDO Board 22" TALL
- Metal Dry Erase Applied To 1 Side
- Star Knob Installed Outside Drawer
- Accessible Storage Under Map Board
- Map Board Can Rest On Ledgers @ 30 Degrees

By signing this document I acknowledge that I have carefully examined the ORDER CONFIRMATION details and have found it to conform to my order specifications and accept full ownership of the product(s) and all associated responsibility. I assume responsibility for any required shipping charges, even when omitted from any associated purchase order. All transactions to be completed in US Dollars. Products will be exported from the United States in accordance with the Export Administration Regulations. Diversion or use contrary to U.S. law is prohibited. TruckVault is an equal opportunity employer.

Accepted by \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup>Freight Rates are subject to change at the time of purchase based on current economic conditions

<sup>2</sup>Gun Safes are tax exempt under Texas and Washington State Law

<b>Gross Amount</b>	30,570.00
<b>Gross Discount</b>	-6,064.00
<b>Sub Total</b>	24,506.00
<b>Freight<sup>1</sup></b>	0.00
<b>Sales Tax<sup>2</sup></b>	123.37
<b>Order Total</b>	<b>24,629.37</b>

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023	
<b>Subject:</b>	Ratifying Change Order No. 1 to Construction Ahead Inc. dba Pavement Surface Control Contract for C.E. 2134 SMP – 2022 Pavement Markings Project	
<b>Presenter:</b>		
<b>Prepared By:</b>	D. Hope	
<b>Reviewed By:</b>	Procurement	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 <sup>st</sup> ) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 <sup>nd</sup> ) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract	

## Summary / Background Information

On September 20, 2022 the Board of County Commissioners approved Resolution 2022-680 and executed a contract with Construction Ahead, Inc. dba Pavement Surface Control for C.E. 2134 SMP – 2022 Pavement Markings Project in the amount of \$302,400.00

Change Order No. 1 is needed to remove pavement markings in Area 7 and edge repair in Area 1 due to maintenance operations that will be going on in those areas. The contract will be decreased by (\$64,927.06), excluding WSST, for a new contract amount of \$237,472.94.

The Project Engineer, County Administrator, Prime Contractor and County Engineer have signed Change Order No. 1. Pursuant to the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) the Board of County Commissioners needs to ratify the Change Order.

## Fiscal Impact

**Amount:**        (\$64,927.06)

**Fund:**            Road Fund

## Recommendation

Ratify Change Order No. 1 to Construction Ahead dba Pavement Surface Control contract for C.E. 2134 SMP – 2022 Pavement Markings Project as presented.

## Suggested Motion

Approve as part of the consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF RATIFYING CHANGE ORDER NO. 1 TO CONSTRUCTION AHEAD, INC. dba PAVEMENT SURFACE CONTROL CONTRACT FOR C.E. 2134 SMP – 2022 PAVEMENT MARKINGS PROJECT**

**WHEREAS**, on September 20, 2022 the Board of County Commissioners approved Resolution 2022-680 and executed a contract with Construction Ahead, Inc. dba Pavement Surface Control for – C.E. 2134 SMP 2022 Pavement Markings Project in the amount of \$302,400.00; and

**WHEREAS**, Change Order No. 1 is needed to remove pavement markings in Area 7 and edge repair in Area 1 due to maintenance operations that will be going on in those areas. The contract will be decreased by (\$64,927.06), excluding WSST, for a new contract amount of \$237,472.94; and

**WHEREAS**, the Project Engineer, County Administrator, Prime Contractor and County Engineer have reviewed and signed Change Order No. 1; and

**WHEREAS**, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners ratify change orders; **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby ratifies Change Order No. 1, attached hereto, to the contract executed by Resolution 2022-680 with Construction Ahead, Inc. dba Pavement Surface Control for – C.E. 2134 SMP 2022 Pavement Markings Project; and

**BE IT FURTHER RESOLVED**, the total contract amount will decrease (\$64,927.06) for a new contract amount not to exceed \$237,472.94.

Dated this 14<sup>th</sup> day of February 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

Attest: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner  
Constituting the Board of County  
Commissioners of Benton County, Washington  
Washington.



# Change Order

Contract Number CE 2134 SMP	Contract Title 2022 Pavement Marking	Federal Aid Number N/A
Change Order Number 1	Change Description Deleting Work	Date 1/26/2023
Prime Contractor/Design-Builder Construction Ahead Inc. dba Pavement Surface Control		

Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor/Design-Builder

**ITEM 1, 2, 3 : Deleting BST Area 7 and 7.04 miles of paint edge line in BST Area 1**

Per standard specification 1-04.4 the County Engineer reserves the right to delete any part of the work. Due to equipment and schedule conflicts, there were no working days completed in 2022 for the 2022 Pavement Marking project. This project will be completed in 2023 and in order to avoid conflicts with 2023 maintenance operations, BST Area 7 and 7.04 of edge line miles from Area 1 will be deleted from the CE 2134 contract.

ITEM NO	ITEM DESCRIPTION	QTY (Miles)	UNIT PRICE	BID AMOUNT	MILES REMOVED		REDUCTION	
					AREA 7	AREA 1 (O.I.E)	%	(COST)
1	PAINT CENTER LINE	420.20	\$ 323.00	\$ 135,724.60	- 80.3	0	19%	\$ 25,936.90
2	PAINT EDGE LINE	463.10	\$ 334.00	\$ 154,675.40	-108.2	- 7.04	25%	\$ 38,490.16
3	PAINT LANE/GORE LINE	0.20	\$ 5,000.00	\$ 1,000.00	- 0.1	0	50%	\$ 500.00
4	MINOR CHANGES	1.00	\$ 10,000.00	\$ 10,000.00				
5	SPCC PLAN	1.00	\$ 1,000.00	\$ 1,000.00				
<b>TOTAL</b>				<b>\$ 302,400.00</b>				<b>\$ 64,927.06</b>

**21% Reduction in contract amount**

**Adjusted contract amount: \$ 237,472.94**

Verbal Approval Date	Working Days +/-		
	0		
Original Contract Amount \$302,400.00	Current Contract Amount \$302,400.00	Est. Net Change This C.O. - \$64,927.06	Est. Contract Amount \$237,472.94

<input checked="" type="checkbox"/> Approval Recommended <i>C. Woods</i> Project Engineer Date: 1/26/2023	<input checked="" type="checkbox"/> Approved <i>Jerrold Macpherson</i> County Administrator Date: 2/1/2023
<input checked="" type="checkbox"/> Approval Recommended <i>Ben Hansen</i> By Prime Contractor Date: 1/31/2023	<input checked="" type="checkbox"/> Approved <i>Matt Rasmussen</i> County Engineer Date: 1/31/2023

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	02/14/2023
<b>Subject:</b>	Authorization to Sign the Digital Submittal Certification of the 2023 Road Levy Certification and Estimated Revenue
<b>Presenter:</b>	N/A
<b>Prepared By:</b>	Shela Berry
<b>Reviewed By:</b>	Matt Mahoney
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 <sup>st</sup> ) <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 <sup>nd</sup> ) <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract

## Summary / Background Information

The Road Department is required annually to digitally submit the annual road levy certifications and estimated revenues produced per WAC 136-150-021.

This resolution authorizes the Road Department to sign the 2023 digital certification and submit to CRAB as required.

## Fiscal Impact

**Amount: N/A**

**Fund: 1010 County Roads**

## Recommendation

The Road Department is requesting the Board approve the attached Resolution and authorize the Chairman of the Board to sign the digital submittal certification for the 2023 Road Levy Certification and estimated revenues.

## Suggested Motion

Approve as part of Consent Agenda.

**RESOLUTION**

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

**IN THE MATTER OF BENTON COUNTY ROADS RE: DIGITAL SUBMITTAL CERTIFICATION OF THE 2023 ROAD LEVY CERTIFICATION AND ESTIMATED REVENUE PRODUCED**

**WHEREAS**, WAC 136-150-021 requires that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted for traffic law enforcement and any other purpose from diverted road levy for the coming year to the County Road Administration Board no later than March 1<sup>st</sup> of each year; and

**WHEREAS**, the certification has been prepared and will be digitally submitted to the County Road Administration Board; and

**WHEREAS**, the County Road Administration Board requires certification of the Digital Form to be executed by the County Engineer and the County Legislative Authority; and

**WHEREAS**, the Board of Benton County Commissioners constitutes the legislative authority of Benton County; **NOW, THEREFORE**,

**BE IT RESOLVED** that the attached Certification of the 2023 Road Levy, and Estimated Revenue Produced is hereby approved by the Board; and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign the attached Digital Submittal Certification for 2023 Road Levy Certification on behalf of Benton County.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Commissioner

Attest:

Constituting the Board of County Commissioners  
Benton County, Washington

\_\_\_\_\_  
Clerk of the Board

**Benton County  
Calendar Year 2023  
Digital Submittal Certification  
for Forms Due March 1st**

The documents checked below are hereby submitted from Benton County for the review and acceptance of the County Road Administration Board.

Road Levy Certification for 2023

I hereby certify that the above reports are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with WAC 136-04. By my signature below, I acknowledge that I am signing all the documents indicated by the checked boxes.

\_\_\_\_\_  
**Chair / Executive Signature**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_

**County Engineer Signature**

**Date** 1/30/2023

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023
<b>Subject:</b>	Accepting work by C & E Trenching, LLC for C.E. 2081 CRP – Dallas Rd / Arena Rd Traffic Safety Improvements Project
<b>Presenter:</b>	
<b>Prepared By:</b>	D. Hope
<b>Reviewed By:</b>	Procurement
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 <sup>st</sup> ) <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 <sup>nd</sup> ) <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract

## Summary / Background Information

The County entered into a contract with C & E Trenching, LLC for the Dallas Rd / Arena Rd Traffic Safety Improvement project on August 17, 2021 (Res. 2021-620). C & E Trenching, LLC has completed all work required under the contract. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

## Fiscal Impact

**Amount:** N/A

**Fund:** N/A

## Recommendation

The County Engineer recommends that the Board formally accept C & E Trenching, LLC work and the project as complete and authorize the release of the retainage bond.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF ACCEPTING WORK PERFORMED BY C & E TRENCHING, LLC UNDER CONTRACT FOR C.E. 2081 CRP – DALLAS RD/ARENA RD TRAFFIC SAFETY IMPROVEMENTS PROJECT**

**WHEREAS**, on August 17, 2021, the Board of County Commissioners entered into a contract with C & E Trenching, LLC. of Pasco, Washington (Resolution 2021-620) for C.E. 2081 CRP – Dallas Rd / Arena Rd Traffic Safety Improvements Project; and

**WHEREAS**, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

**WHEREAS**, all releases for the project retainage have been received and all close out paperwork is in order; and

**WHEREAS**, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

**WHEREAS**, it is the County Engineer's recommendation that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners concurs with the County Engineer's recommendation and hereby accepts the work performed by C & E Trenching, LLC under contract for C.E. 2081 CRP – Dallas Rd / Arena Rd Traffic Safety Improvements Project as being completed in conformance with the contract documents; and

**BE IT FURTHER RESOLVED**, the Board authorizes the release of the retainage bond.

Dated this 14<sup>th</sup> day of February 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Commissioner  
Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: \_\_\_\_\_  
Clerk of the Board



STATE OF WASHINGTON  
DEPARTMENT OF REVENUE

BENTON COUNTY  
C/O DANICA HOPE  
PO BOX 470  
PROSSER WA 99350-0470

January 12, 2023  
Letter ID: L0021651519  
UBI: 601-847-451  
Account ID: 601-847-451  
Account Type: Excise Tax  
Audit ID: A84154  
Audit Period: 07/01/21 - 10/31/22

We hereby certify that taxes, increases and penalties due or to become due from the contractor listed below under Chapter 180, Laws of 1935, as amended, with respect to the following public works contract:

C & E TRENCHING, L.L.C.

Public Agency: BENTON COUNTY

Project Name: Dallas Rd / Arena Rd Traffic Safety Improvements

Contract Number: CE 2081 CRP

Description of Work: The removal of an existing driveway approach and construction of a new one

has been paid in full, or is in the Department's opinion readily collectible without recourse to the state's lien on the retained percentage.

This certificate is issued pursuant to the provision of Chapter 60.28 Revised Code of Washington for the sole purpose of informing the state, county, or municipal officer charged with the duty of disbursing or authorizing the payment of public funds to said contractor that the Department of Revenue hereby releases the state's lien on the retained percentage provided by this Chapter for excise taxes due from said contractor.

This certificate does not release said contractor from liability for additional tax that may be later determined to be due with respect to the above-mentioned contract or other activities.

Dated January 12, 2023 at Olympia, Washington,

State of Washington  
Department of Revenue

\_\_\_\_\_  
Certifying Officer



# Employment Security Department

WASHINGTON STATE

December 12, 2022

ESD# 000141499002

UBI# 601847451000

C & E TRENCHING LLC  
PO BOX 3788  
PASCO, WA-99302

BENTON COUNTY

Employment Security Department hereby certifies those contributions, penalties and interest due from the above named contractor under the Employment Security Act have been paid in full or provided for with respect to the following public works contract:

Description Dallas Rd / Arena Rd Traffic Safety Improvements  
Contract number CE 2081 CRP

The Employment Security Department hereby certifies that it has no claim pursuant to RCW 50.24.130 against the public body named above for tax attributable to service performed for said public body by the above named contractor on the above described contract. The Employment Security Department releases its lien on the retained percentage which is provided by RCW 60.28.040 for contributions, penalties and interest due from said contractor.

This certificate does not release said contractor from liability for additional contributions, penalties and interest which may be later determined to be due with respect to the above mentioned contract.

If we may be of further assistance, please call (360) 890-3499 or email [publicworks@esd.wa.gov](mailto:publicworks@esd.wa.gov)

EMPLOYMENT SECURITY DEPARTMENT



STATE OF WASHINGTON  
DEPARTMENT OF LABOR AND INDUSTRIES  
PO Box 44274 Olympia, Washington 98504-4274

January 31, 2023

BENTON COUNTY  
PO BOX 470  
PROSSER WA 99350

CERTIFICATE TO RELEASE L&I'S HOLD ON RETAINAGE

The Washington State Department of Labor & Industries is granting approval to release our hold on the retained amount for **DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS, Contract CE 2081 CRP, Affidavit 1138944** to the following contractor:

C & E TRENCHING LLC	228,895-00	601 847 451
---------------------	------------	-------------

We have determined that all workers' compensation premiums, increases, and penalties for this contractor have been paid in full or are readily collectible without recourse to the retained funds, per chapter 60.28 RCW.

The contractor may still be liable for payment if we later determine they owe additional premiums related to this contract or other activities.

Before final payment can be made to the contractor, you will also need to receive releases from the Departments of Revenue and Employment Security Department in addition to ensuring:

- All liens against retainage have been satisfied
- All *Affidavit of WagesPaid* forms have been filed

Thank you,

Lindsey Thurgood  
Contract Release Specialist  
360-902-5385  
THUT235@LNI.WA.GOV

cc: C & E TRENCHING LLC  
PO BOX 3788  
PASCO WA 99302

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023	
<b>Subject:</b>	Award contract to J R T Mechanical, Inc. for the Benton County Coroner's Autopsy Ventilation System Upgrade	
<b>Presenter:</b>		
<b>Prepared By:</b>	D. Hope	
<b>Reviewed By:</b>	R. Blain & Procurement	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 <sup>st</sup> ) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 <sup>nd</sup> ) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract	

## Summary / Background Information

Pursuant to the Benton County Procurement, Leasing and Contracting Policy Resolution 2021-233 section 4.3.2.2 the County need not comply with the formal sealed bidding requirements for public works where the estimated cost is between \$50,000 and \$350,000 but instead can use the small public works roster. Vendors were solicited from the MRSC Small works Roster on January 17, 2023.

On February 1, 2023 three (3) bids were received and opened in the amounts on the attached tabulation. J R T Mechanical, Inc. of Pasco, Washington was the lowest bidder at \$157,719.00. The Director of Operations and Capital Programs recommends award of the bid to J R T Mechanical, Inc. of Pasco, Washington.

A contract will be brought back to the Board at a later date.

## Fiscal Impact

**Amount:**        \$157,719.00

**Fund:**            ARPA FUNDS

## Recommendation

It is recommended by the Director of Operations and Capital Programs that the Board concur and award the contract for CB23-01 – Benton County Coroner's Autopsy Ventilation System Upgrade to J R T Mechanical, Inc. of Pasco, Washington.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AWARDING CB23-01 – BENTON COUNTY CORONER’S AUTOPSY VENTILATION UPGRADE PROJECT TO J R T MECHANICAL, INC., PASCO, WASHINGTON**

**WHEREAS**, Pursuant to the Benton County Procurement, Leasing and Contracting Policy Resolution 2021-233 section 4.3.2.2 the County need not comply with the formal sealed bidding requirements for public works where the estimated cost is between \$50,000 and \$350,000 but instead can use the small public works roster. Vendors were solicited from the MRSC Small works Roster on January 17, 2023; and

**WHEREAS**, three (3) bids were received and opened on February 1, 2023, and are as set forth on the attached tabulation

Apex Mechanical, LLC Battle Ground, Washington	\$244,117.00
Bruce Mechanical, LLC Kennewick, Washington	\$198,000.00
J R T Mechanical, Inc Pasco, Washington	\$157,719.00

**WHEREAS**, the Director of Operations and Capital Programs recommends award of the bid to J R T Mechanical, Inc., Pasco, Washington as the lowest bidder; **NOW, THEREFORE**,

**BE IT RESOLVED** the Board of County Commissioners concurs with the Director of Operations and Capital Programs’ recommendation and awards the bid for CB23-01 – Benton County Coroner’s Autopsy Ventilation Upgrade Project to J R T Mechanical, Inc., Pasco, Washington in the amount of \$157,719.00; and

**BE IT FURTHER RESOLVED** the Board of Benton County Commissioners direct staff to prepare a contract with J R T Mechanical, Inc., Pasco Washington to be brought back to the Board for approval at a later date.

Dated this 14th day of February, 2023.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

Attest: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner  
Constituting the Board of County  
Commissioners of Benton County, Washington  
Washington.

**BENTON COUNTY CORONER'S  
AUTOPSY VENTILATION SYSTEM  
UPGRADE  
CB23-01**

**Bid Opening:** February 1, 2023 11:00 a.m.

	<b>APEX MECHANICAL LLC</b> 1507 SE Eaton Blvd Battle Ground, WA 98604	<b>BRUCE MECHANICAL, INC.</b> 5115 W. Brinkley Road, Suite C Kennewick, WA 993385	<b>JRT MECHANICAL</b> 2608 W. Sylvester St. Pasco, WA 99301	<b>Engineer's Estimate</b>
Acknowledge 1 Addendums:	X	X	X	
Bid Form:	X	X	X	
Bid Bond:	X	X	X	
<b>Base Bid:</b>	<b>\$244,117.00</b>	<b>\$198,000.00</b>	<b>\$157,719.00</b>	<b>\$75,000.00</b>

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: Apex Mechanical LLC
- B. Project Name: Benton County Coroner's Autopsy Ventilation System Upgrade
- C. Project Location: 7122 West Okanogan Place, #C110 Kennewick, WA 99336
- D. Owner: Benton County
- E. Owner Project Number: CB23-01
- F. Architect: Meier Architecture & Engineering, Colin Bates, PE
- G. Architect Project Number: 22-9051

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
  - 1. Used the Bid Form provided in the Project Manual.
  - 2. Prepared the Bid Form as required by the Instructions to Bidders.
  - 3. Indicated on the Bid Form the Addenda received.
  - 4. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
  - 5. Bid envelope shows name and address of the Bidder.
  - 6. Bid envelope shows name of Project being bid.

END OF DOCUMENT 004393

BENTON COUNTY CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE

01/2023

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Apex Mechanical LLC
- B. Project Name: Benton County Coroner's Autopsy Ventilation System Upgrade
- C. Project Location: 7122 W. Okanogan Place, #C110 Kennewick, Washington.
- D. Owner: Benton County
- E. Owner Project Number: CB23-01
- F. Architect: Meier Architecture & Engineering, Colin Bates, PE
- G. Architect Project Number: 22-9051.

1.2 CERTIFICATIONS AND BIDS

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Meier Architecture & Engineering and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Benton County Coroner's Ventilation System Upgrade

Two hundred forty four thousand, one hundred

1. seventeen Dollars (\$ 244,117.00 ).

The above amount, which EXCLUDES WSST, may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Bid amount above:

1. Two thousand, two hundred and five Dollars (\$ 12,205.85 )  
and eighty five cents

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, U.S. money order, or bid bond.

BENTON COUNTY CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE

01/2023

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 60 calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated 01/30/2023.
- 2. Addendum No. 2, dated \_\_\_\_\_.
- 3. Addendum No. 3, dated \_\_\_\_\_.
- 4. Addendum No. 4, dated \_\_\_\_\_.

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in City of Kennewick, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 ASSURANCE OF NON DISCRIMINATION

- A. The undersigned hereby agrees that he shall comply with Benton County's Non Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

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

1.8 NON COLLUSION DECLARATION

- A. The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statements are true and correct:

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

1.10 CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

BENTON COUNTY CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE

01/2023

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

1.11 REQUIRED PUBLIC WORKS TRAINING

A. The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had L & I training or are they exempt from said public works training.

1.12 SUBMISSION OF BID

- A. Respectfully submitted this 01 day of February, 2023.
- B. Submitted By: Apex Mechanical LLC (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: John Murnio (Type or print name).
- E. Title: Member (Owner/Partner/President/Vice President).
- F. Street Address: 1507 SE Eaton Blvd.
- G. City, State, Zip: Battle Ground, WA 98604.
- H. Phone: (360) 666-8735.
- I. Email: john@apexmechanical.org.
- J. License No.: APEXMML843JG.
- K. UBI No.: 603-599-605.
- L. Washington State Employment Security No.: 000-621317-00-3.
- M. Federal ID No.: 81-2329820 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Apex Mechanical, LLC

\_\_\_\_\_ as Principal, hereinafter called the Principal,

and the Fidelity and Deposit Company of Maryland

of Seattle, Washington, a corporation duly organized under

the laws of the State of Illinois, as Surety, hereinafter called the Surety, are held and firmly bound unto

Benton County as Obligee, hereinafter called the Obligee,

in the sum of Five Percent (5%) of Bid Amount

Dollars (\$ Five Percent (5%) of Bid Amount ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Benton County Coroner Autopsy Suite Ventilation Upgrade, CB23-01

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of February, 2023

[Signature]  
\_\_\_\_\_ Witness

Apex Mechanical, LLC (Seal)  
[Signature] Principal  
MEMBER Title

[Signature]  
Tamara A. Ringeisen \_\_\_\_\_ Witness

Fidelity and Deposit Company of Maryland  
{ By [Signature]  
Amber Lynn Reese \_\_\_\_\_ Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Linda Diane SHADDON, Dana Marie BRINKLEY, Tamara A. RINGEISEN, Kari Michelle MOTLEY, Misti Marie Brill, Donald Percell SHANKLIN, JR, Sara Sophie SELLIN, Michael S. MANSFIELD, Amber Lynn REESE of Portland, Oregon, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 04th day of February, A.D. 2021.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 04th day of February, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of February, 2023.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

BENTON COUNTY CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE

01/2023

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Bruce Mechanical, Inc.
- B. Project Name: Benton County Coroner's Autopsy Ventilation System Upgrade
- C. Project Location: 7122 W. Okanogan Place, #C110 Kennewick, Washington.
- D. Owner: Benton County
- E. Owner Project Number: CB23-01
- F. Architect: Meier Architecture & Engineering, Colin Bates, PE
- G. Architect Project Number: 22-9051.

1.2 CERTIFICATIONS AND BIDS

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Meier Architecture & Engineering and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Benton County Coroner's Ventilation System Upgrade

- 1. One hundred & ninety eight thousand Dollars (\$ 198,000.<sup>00</sup>).  
The above amount, which EXCLUDES WSST, may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Bid amount above:

- 1. nine thousand nine hundred Dollars (\$ 9,900.<sup>00</sup>).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, U.S. money order, or bid bond.

BENTON COUNTY CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE

01/2023

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 60 calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated 1/30/2023.
- 2. Addendum No. 2, dated \_\_\_\_\_.
- 3. Addendum No. 3, dated \_\_\_\_\_.
- 4. Addendum No. 4, dated \_\_\_\_\_.

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in City of Kennewick, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 ASSURANCE OF NON DISCRIMINATION

- A. The undersigned hereby agrees that he shall comply with Benton County's Non Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

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

1.8 NON COLLUSION DECLARATION

- A. The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statements are true and correct:

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

1.10 CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

BENTON COUNTY CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE

01/2023

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

1.11 REQUIRED PUBLIC WORKS TRAINING

A. The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had L & I training or are they exempt from said public works training.

1.12 SUBMISSION OF BID

A. Respectfully submitted this 2nd day of February, 2023.

B. Submitted By: Bruce Mechanical, Inc. (Name of bidding firm or corporation).

C. Authorized Signature:  (Handwritten signature).

D. Signed By: Mary Ann Bruce (Type or print name).

E. Title: Owner (Owner/Partner/President/Vice President).

F. Street Address: 5115 W. Brinkley Road, Suite C.

G. City, State, Zip: Kennewick, WA 99338.

H. Phone: (509) 734-0669.

I. Email: RobK@bruceinc.com (Estimator) Maryann@bruceinc.com (Owner).

J. License No.: BRUCEMI951LB.

K. UBI No.: 602 489 281.

L. Washington State Employment Security No.: 309120-00-0.

M. Federal ID No.: 51-0542424 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

## BID BOND

**CONTRACTOR:**

(Name, legal status and address)

Bruce Mechanical, Inc.  
5115 W. Brinkley Road, Suite C  
Kennewick, WA 99338

**OWNER:**

(Name, legal status and address)

Benton County  
7122 West Okanogan Place  
Kennewick, WA 99336

**BOND AMOUNT:** Five percent of the bid amount  
(\$5% of the bid amount)

**PROJECT:**

(Name, location or address, and Project number, if any)

Benton County Coroner's Autopsy Ventilation System Upgrade CB23-01  
7122 West Okanogan Place, #C110  
Kennewick, WA 99336

**SURETY:**

Swiss Re Corporate Solutions America Insurance Corporation  
1200 Main Street, Suite 800  
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

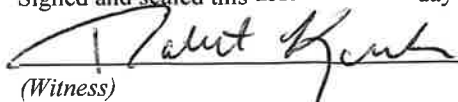
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of January

, 20 23

  
\_\_\_\_\_  
(Witness)

Bruce Mechanical, Inc.   
\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title) officer

  
\_\_\_\_\_  
(Witness)

Swiss Re Corporate Solutions America Insurance Corporation  
\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) Lori McKimmy, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

KENNETH J. FRICK, LORI McKIMMY, DONNA MARTINEZ, AARON McCOY, RODNEY C. LEWIS,

AND NANCY SALSET

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of January, 20 23

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

BENTON COUNTY CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE

01/2023

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: JRT MECHANICAL
- B. Project Name: Benton County Coroner's Autopsy Ventilation System Upgrade
- C. Project Location: 7122 W. Okanogan Place, #C110 Kennewick, Washington.
- D. Owner: Benton County
- E. Owner Project Number: CB23-01
- F. Architect: Meier Architecture & Engineering, Colin Bates, PE
- G. Architect Project Number: 22-9051.

1.2 CERTIFICATIONS AND BIDS

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Meier Architecture & Engineering and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Benton County Coroner's Ventilation System Upgrade

- 1. One Hundred Fifty-Seven Thousand Seven Hundred Nineteen and 0/100 Dollars (\$ 157719.00 ).  
The above amount, which EXCLUDES WSST, may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Bid amount above:

1. Seven Thousand Eight Hundred Eighty-Five and 94/100 Dollars (\$ 7885.94 ).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, U.S. money order, or bid bond.

BENTON COUNTY CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE

01/2023

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 60 calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated 1/30/2023.
- 2. Addendum No. 2, dated \_\_\_\_\_.
- 3. Addendum No. 3, dated \_\_\_\_\_.
- 4. Addendum No. 4, dated \_\_\_\_\_.

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in City of Kennewick, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 ASSURANCE OF NON DISCRIMINATION

- A. The undersigned hereby agrees that he shall comply with Benton County's Non Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

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

1.8 NON COLLUSION DECLARATION

- A. The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statements are true and correct:

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

1.10 CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

BENTON COUNTY CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE

01/2023

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

1.11 REQUIRED PUBLIC WORKS TRAINING

A. The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had L & I training or are they exempt from said public works training.

1.12 SUBMISSION OF BID

- A. Respectfully submitted this 1 day of February, 2023.
- B. Submitted By: JRT MECHANICAL (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: David Tarani (Type or print name).
- E. Title: Vice President (Owner/Partner/President/Vice President).
- F. Street Address: 2608 W SYLVESTER ST.
- G. City, State, Zip: PASCO, WA 99301.
- H. Phone: (509)314-4314.
- I. Email: servicesolutions@jrtmechanical.com.
- J. License No.: JRTMEI\*066KE.
- K. UBI No.: 601-518-070.
- L. Washington State Employment Security No.: 795104008.
- M. Federal ID No.: Q6K9NSCDLZG1 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

BENTON COUNTY CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE

01/2023

DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; [www.aia.org/contractdocs/purchase/index.htm](http://www.aia.org/contractdocs/purchase/index.htm); email: [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.

END OF DOCUMENT 004313

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: JRT MECHANICAL
- B. Project Name: Benton County Coroner's Autopsy Ventilation System Upgrade
- C. Project Location: 7122 West Okanogan Place, #C110 Kennewick, WA 99336
- D. Owner: Benton County
- E. Owner Project Number: CB23-01
- F. Architect: Meier Architecture & Engineering, Colin Bates, PE
- G. Architect Project Number: 22-9051

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
  - 1. Used the Bid Form provided in the Project Manual.
  - 2. Prepared the Bid Form as required by the Instructions to Bidders.
  - 3. Indicated on the Bid Form the Addenda received.
  - 4. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
  - 5. Bid envelope shows name and address of the Bidder.
  - 6. Bid envelope shows name of Project being bid.

END OF DOCUMENT 004393

**BID BOND**

**Bond**

KNOW ALL BY THESE PRESENTS, That we, JRT Mechanical ,Inc.

of 2608 W Sylvester St, Pasco, WA 99301

(hereinafter called the Principal), as Principal, and Philadelphia Indemnity Insurance

Company (hereinafter called the Surety),

as Surety, are held and firmly bound unto BENTON COUNTY CORONER

(hereinafter called the Obligee) in the penal sum of five percent (5%) of the total bid amount

Dollars (\$ \_\_\_\_\_ )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Benton County Coroner's Autopsy Ventilation System Upgrade

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

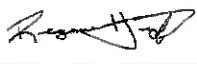
Signed and sealed this 31st day of January, 2023.

JRT Mechanical ,Inc. (Seal)  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

Philadelphia Indemnity Insurance Company

By   
Regan Hupf Attorney-in-Fact



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Regan Hupf, Kathleen Maria Moss and Matthew Benoit of AssuredPartners of Washington**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

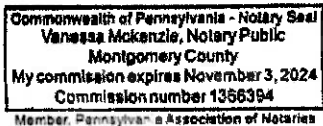


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31st day of January, 2023



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023	
<b>Subject:</b>	Contract Modification No. 12 with Department of Energy for Law Enforcement Services	
<b>Presenter:</b>		
<b>Prepared By:</b>	Lisa Small	
<b>Reviewed By:</b>	Eric Andrews; BCSO; Purchasing Department	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A            (If no, include reasoning for no approval)	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <span style="float: right;"><input checked="" type="checkbox"/> Execute Contract</span>	

## Summary / Background Information

Benton County and the U.S. Department of Energy has entered into a contract for law enforcement services since 1993.

Per Resolution 2019-123, Benton County and the Department of Energy entered into a five year contract that would continue law enforcement services for the calendar year 2019 with four one-year options.

Per Resolutions 2020-137, 2021-109, 2022-124, the Department of Energy exercised their one-year options for said services.

The attached Modification No. P00012 is necessary as the U.S. Department of Energy wishes to exercise the fourth option year for law enforcement services on the Hanford Site in the amount of \$748,464.00 from February 1, 2023 through January 31, 2024.

## Fiscal Impact

Revenue: This fourth option year of \$748,464.00 brings the overall contract amount up to \$3,530,579.

## Recommendation

Approve the attached Resolution and Contract Modification No. P00012 and authorize the Chairman of the Board to sign the attached Modification No. P00012.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

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

**IN THE MATTER OF CONTRACT 89303919CEM000010 MODIFICATION NO. P00012 BETWEEN U.S. DEPARTMENT OF ENERGY AND THE BENTON COUNTY SHERIFF'S OFFICE**

**WHEREAS**, Benton County and the U.S. Department of Energy has entered into a contract for law enforcement services in the beginning of 1993; and

**WHEREAS**, per Resolution 2019-123 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for the calendar year 2019 with four one-year options, with the base amount of \$665,001.00 from February 1, 2019 through January 31, 2020; and

**WHEREAS**, per Resolution 2020-137 dated February 11, 2020, Modification No. P00002 was necessary as the U.S. Department of Energy wished to exercise the first option year for law enforcement services on the Hanford Site in the amount of \$684,951.00 from February 1, 2020 through January 31, 2021; and

**WHEREAS**, per Resolution 2021-109 dated January 26, 2021, Modification No. P00007 was necessary as the U.S. Department of Energy wished to exercise the second option year for law enforcement services on the Hanford Site in the amount of \$705,499.00 from February 1, 2021 through January 31, 2022; and

**WHEREAS**, per Resolution 2022-124 dated February 8, 2022, Modification No. P00011 was necessary as the U.S. Department of Energy wished to exercise the third option year for law enforcement services on the Hanford Site in the amount of \$726,664.00 from February 1, 2022 through January 31, 2023; and

**WHEREAS**, the attached Modification No. P00012 is necessary as the U.S. Department of Energy wishes to exercise the fourth option year for law enforcement services on the Hanford Site in the amount of \$748,464.00 from February 1, 2023 through January 31, 2024; and

**WHEREAS**, the Patrol Commander has reviewed the proposed modification and recommends moving forward with the attached Contract Modification P00012; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached Contract 89303919CEM000010 Modification No. P00012 between Benton County and U.S. Department of Energy, exercising the fourth option year for law enforcement services on the Hanford Site in the amount of \$748,464.00 for a period beginning February 1, 2023 through January 31, 2024, bringing the overall contract amount up to \$3,530,579.00; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman of the Board to sign the attached Modification No. P00012 to Contract 89303919CEM000010.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro-Tem

Attest.....  
Clerk of the Board

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   2
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 23EM000283	5. PROJECT NO. (If applicable)
6. ISSUED BY Richlands Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352	CODE 893039	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BENTON, COUNTY OF Attn: Jon Law 7122 W. OKANOGAN PLACE BLDG. B KENNEWICK WA 99336		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 083738997 FACILITY CODE			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 89303919CEM000010
			10B. DATED (SEE ITEM 13) 01/30/2019

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$221,000.00  
 01250-2023-34-421601-25105-1111148-0001523-0000000-0000000

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral - FAR 52.217-9 Option to Extend the Term of the Contract

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to exercise option year 4 and to add incremental funding in the amount of \$221,000.00. The period of performance is extended to February 1, 2023, through January 31, 2024. If all options are exercised, the total period of performance will be through January 31, 2024. The total obligation increased by \$221,000.00 from \$2,646,036.44 to \$2,867,036.44, which the contractor exceeds at their own risk. Total estimated amount of the order if all options are exercised is estimated to be \$3,530,579.00.

**LIST OF CHANGES:**

Reason for Modification: Exercise an Option

Continued ...

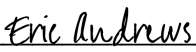
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Will McKay, Chairman Benton County Commissioner	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brenda S. Valadez
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 12/22/2022

Previous edition unusable

Approved as to form:

DocuSigned by:

  
Eric Andrews, Civil DPA

**CONTINUATION SHEET**

89303919CEM000010/P00012

NAME OF OFFEROR OR CONTRACTOR  
BENTON, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period Of Performance End Date changed from 31-JAN-23 to 31-JAN-24  Total Amount for this Modification: \$0.00  New Total Amount for this Award: \$3,530,579.00  Obligated Amount for this Modification: \$221,000.00  New Total Obligated Amount for this Award: \$2,867,036.44  Incremental Funded Amount changed: from \$0.00 to \$2,202,035.44  Contracting Officer changed from Michael A. Lane  to Brenda S. Valadez  CHANGES FOR LINE ITEM NUMBER: 40001  Obligated Amount for this Modification: \$221,000.00 Incremental Funded Amount changed from \$0.00 to \$221,000.00 Exercised option Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831 Fund: 01250 Appr Year: 2023 Allottee: 34 Report Entity: 421601 Object Class: 25105 Program: 1111148 Project: 0001523 WFO: 0000000 Local Use: 0000000 Period of Performance: 02/01/2019 to 01/31/2024				

Vendor: BENTON, COUNTY OF  
Status: Released  
Stage: Released Modified Award

Total Items: 1

**Obligation Amount**

Total: \$ 221,000.00  
Appropriated: \$ 221,000.00  
Non-Appropriated: \$ 0.00

Total Amount: \$ 0.00

**Net View of Modification: P00012**

Status: Released  
Stage: Released Modified Award

Total Items: 5

**Obligation Amount**

Total: \$ 2,867,036.44  
Appropriated: \$ 2,845,358.30  
Non-Appropriated: \$ 21,678.14

**Total Amount**

Total Amount \$ 3,530,579.00  
Total Amount without Options \$ 3,530,579.00

- e-Folder
- Search
- Notes

**Items List**

View ..... Item History ..... Other Actions ▾

<input type="checkbox"/>	Item Number ▲	Description	Quantity	Unit	Total Amount	Obligated Amount	Option LI	Period	Option
<input type="checkbox"/>	40001	Fourth Option Year			\$748,464.00	\$221,000.00	No		Exercised

← Previous    Next →    Return to Home

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0010 DEPARTMENT NUMBER 123

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Tiffany Runge

### BENTON COUNTY BUDGET ADJUSTMENT

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5122100	51474	Court Reporter	\$72,000	5122100	51922	Judge Pro Tem (part-time)	\$20,000
				5122100	51925	Overtime	\$5,000
				5122100	51489	Office Support	\$47,000
<b>TOTAL</b>			<b>\$72,000</b>	<b>TOTAL</b>			<b>\$72,000</b>

**Explanation:**

Transfer of funds to adequately cover the anticipated costs to be incurred in the 2023-2024 Budget.

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_ Chair

\_\_\_\_\_ Member

\_\_\_\_\_ Member

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023	
<b>Subject:</b>	MOU with US Marshals – Violent Offender Task Force 2022/2023	
<b>Presenter:</b>	Katie Gillies & Commander Cantu	
<b>Prepared By:</b>	Katie Gillies, CFO	
<b>Reviewed By:</b>	Commander Lee Cantu	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval) <i>Note: Eric Andrews will be informing the Commissioners via email of his reasons for not approving as to form</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> (Multiple boxes can be checked, if necessary)	
<input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

## Summary / Background Information

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

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

BCSO received the attached MOU indicating that Benton County qualifies for funding reimbursement for the fiscal year 2022/2023 in an amount up to \$19,840.00 for services and expenses mentioned above.

## Fiscal Impact

FY2023 Overtime Reimbursements for an amount up to \$19,840.00, included in 23/24 budget process

## Recommendation

Approve the attached Resolution, authorizing the Benton County Sheriff's signature on the attached Memorandum of Understanding for the Joint Law Enforcement Operations Task Force between the Benton County Sheriff's Office and US Marshal Eastern District of Washington for a reimbursement back to Benton County for an amount up to \$19,840.00

## Suggested Motion

Approve the Memorandum of Understanding for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and US Marshal Eastern District of Washington for a reimbursement to Benton County for an amount up to \$19,840.00 for the period of October 1, 2022 to September 30, 2023

# RESOLUTION

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

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING THE BENTON COUNTY SHERIFF'S SIGNATURE ON THE MOU BETWEEN BENTON COUNTY SHERIFF'S OFFICE AND UNITED STATES MARSHAL - EASTERN DISTRICT OF WASHINGTON FOR THE JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE FOR 2022-2023**

**WHEREAS**, the United States Marshal Service (USMS) has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement for the purpose of locating and apprehending fugitives; and

**WHEREAS**, the Benton County Sheriff's Office has a detective who is part of the Joint Law Enforcement Operations Task Force (JLEO) for the United States Marshal; and

**WHEREAS**, reimbursement is granted by the USMS, if funding is available, for overtime incurred by the state or local investigators who provided full time support to USMS joint law enforcement task forces; and

**WHEREAS**, the attached obligation document and Memorandum of Understanding outlines the amount of reimbursement to Benton County Sheriff's Office in the amount up to \$19,840.00 for the period of October 1, 2022 to September 30, 2023; and

**WHEREAS**, the Benton County Sheriff recommends moving forward with the attached MOU between the Benton County Sheriff's Office and US Marshal Eastern District of Washington and have the Board of Commissioners authorize the Sheriff's signature on the attached MOU; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby approves the Memorandum of Understanding for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and US Marshal Eastern District of Washington for a reimbursement to Benton County for an amount up to \$19,840.00 for the period of October 1, 2022 to September 30, 2023; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Benton County Sheriff's signature on the MOU between United States Marshal Service and Benton County Sheriff's Office

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_

Clerk of the Board

Constituting the Board of County Commissioners  
of Benton County, Washington

INSTRUCTIONS: See last page for detailed instructions.

**SECTION 1: OBLIGATION**

DOCUMENT CONTROL #: M-23-D85-O-000064

**SECTION 2: PARTICIPATING AGENCIES**

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Benton County Sheriff's Office

and

Eastern District of Washington (85)

All other terms and conditions of the MOU remain the same.

**SECTION 3: PERIOD OF PERFORMANCE**

October 1, 2022 to September 30, 2023

**SECTION 4: APPROPRIATION DATA**

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2023	D85	AFF-B-OP	JLEOTFS4	25205 - TFO Overtime	\$19,840.00
<b>Total Obligation Amount:</b>					<b>\$19,840.00</b>

**SECTION 5: DESCRIPTION OF OBLIGATION**

Funds provided for the reimbursement of USMS approved Overtime for Task Force Officers (TFO) assigned to the Pacific Violent Offender Task Force (PNVOTF) for the period of 10/01/2022 - 09/30/2023. NTE \$19,840 per TFO.

**SECTION 6: CONTACT INFORMATION**

**DISTRICT/RFTF CONTACT:**

Name: SDUSM Jerome Brown  
Phone: (509) 842-1408  
E-mail: jerome.brown@usdoj.gov

**STATE/LOCAL CONTACT:**

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**SECTION 7: AUTHORIZATION**

**USMS Representative - Certification of Funds:**

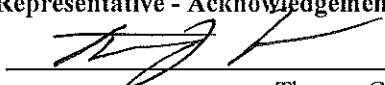
Signature: VICTORIA PETERS Digitally signed by VICTORIA PETERS  
Date: 2023.01.03 13:01:43 -08'00' Date: 1/3/2023  
Victoria Peters, AO

**Chief Deputy or RFTF Commander - Obligation Approval:**

Signature: GAVIN DUFFY Digitally signed by GAVIN DUFFY  
Date: 2023.01.04 10:18:46 -08'00' Date: 1/3/2023  
Gavin Duffy, Chief Deputy U.S. Marshal

*Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.*

**Departmental Representative - Acknowledgement:**

Signature:  Date: 1/24/2023  
Thomas Croskrey, Sheriff

## FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

### SECTION 1: Obligation Number

- A. Enter UFMS Document Control Number.

### SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

### SECTION 3: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

### SECTION 4: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: District task force obligations are funded under the JLEOTFS4 project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

### SECTION 5: Description of Obligation

- A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

### SECTION 6: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

### SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023	
<b>Subject:</b>	Grant Award and Client Services Contract with WA State Health Care Authority	
<b>Presenter:</b>	Chief Guerrero	
<b>Prepared By:</b>	Lisa Small	
<b>Reviewed By:</b>	Eric Andrews; Chief Guerrero	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input checked="" type="checkbox"/> Execute Contract

## Summary / Background Information

Per Resolutions 2021-916 and 2022-434, Washington State Health Care Authority (HCA) provided funding to Benton County for an overall amount of \$661,708.00 for the purpose of Medication for Opioid Use Disorder (MOUD) services provided to inmates within the Benton County Jail, with a termination date of September 29, 2022.

HCA provided notice of award to Benton County Corrections Department (BCCD) along with the attached Client Services Contract No. K6454 for MOUD services with a maximum amount of \$535,090 to be paid to Benton County.

The Chief of Corrections recommends accepting the grant funding to keep this important program going within the jail.

## Fiscal Impact

Revenue: \$535,090

Expenditure Fund: 54122 – Prof Svs Opioid Res Treatment – This grant was approved in the 2023-2024 budget process for both Revenue and Expenditures.

## Recommendation

Approve the attached Resolution accepting the grant award from Washington State Health Care Authority for a maximum amount of \$535,090.00 and authorizing the Chairman to sign Contract No. K6454 between Benton County and Washington State Health Care Authority for Opioid Treatment Network.

## Suggested Motion

I hereby move to accept the grant award from Washington State Health Care Authority for a maximum amount of \$535,090.00 for the performance of work as further outlined in the attached Client Services Contract No. K6454 between Benton County and Washington State Health Care Authority.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF A GRANT AWARD AND CLIENT SERVICES CONTRACT NO. K6454 BETWEEN WASHINGTON STATE HEALTH CARE AUTHORITY AND BENTON COUNTY FOR THE PURPOSE OF OPIOID TREATMENT NETWORK WITHIN THE BENTON COUNTY JAIL**

**WHEREAS**, per Resolutions 2021-916 and 2022-434, Washington State Health Care Authority (HCA) provided funding to Benton County for an overall amount of \$661,708.00 for the purpose of Medication for Opioid Use Disorder (MOUD) services provided to inmates within the Benton County Jail, with a termination date of September 29, 2022; and

**WHEREAS**, HCA provided notice of award to Benton County Corrections Department (BCCD) along with the attached Client Services Contract No. K6454 for MOUD services with a maximum amount of \$535,090 to be paid to Benton County; and

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

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby accepts the grant award from Washington State Health Care Authority for a maximum amount of \$535,090 for the performance of work as further outlined in the attached Client Services Contract No. K6454 between Benton County and Health Care Authority; and

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

**BE IT FURTHER RESOLVED**, the term of the attached contract commences September 30, 2022 and shall continue through September 29, 2023.

Dated this 14th day of February, 2023.

Attest.....  
Clerk of the Board

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Commissioner

Constituting the Board of Commissioners  
of Benton County, Washington

	<b>CLIENT SERVICES CONTRACT for Opioid Treatment Network</b>	HCA Contract Number: K6454
---	--	----------------------------

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

<b>CONTRACTOR NAME</b> Benton, County of		<b>CONTRACTOR DOING BUSINESS AS (DBA)</b> Benton County Corrections Department		
<b>CONTRACTOR ADDRESS</b>   Street 620 MARKET STREET	<b>City</b> PROSSER	<b>State</b> WA	<b>Zip Code</b> 99350-1300	
<b>CONTRACTOR CONTACT</b> Kasey Kist, Custody Lieutenant	<b>CONTRACTOR TELEPHONE</b> 509-783-1451	<b>CONTRACTOR E-MAIL ADDRESS</b> <a href="mailto:Kasey.kist@co.benton.wa.us">Kasey.kist@co.benton.wa.us</a>		
Is Contractor a Subrecipient under this Contract? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				


<b>HCA PROGRAM</b>	<b>HCA DIVISION/SECTION</b> Division of Behavioral Health & Recovery (DBHR)
<b>HCA CONTACT NAME AND TITLE</b>  Megan Fowler, Contract Manager	<b>HCA CONTACT ADDRESS</b> Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
<b>HCA CONTACT TELEPHONE</b> Microsoft Teams Conference Call	<b>HCA CONTACT E-MAIL ADDRESS</b> <a href="mailto:megan.fowler@hca.wa.gov">megan.fowler@hca.wa.gov</a>

<b>CONTRACT START DATE</b>  September 30, 2022	<b>CONTRACT END DATE</b>  September 29, 2023	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b>  \$535,090
--	--	---

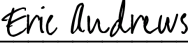
**PURPOSE OF CONTRACT:**

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

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

<b>CONTRACTOR SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b> Will McKay, Chairman Benton County Commissioner	<b>DATE SIGNED</b>
<b>HCA SIGNATURE</b> DocuSigned by: 	<b>PRINTED NAME AND TITLE</b> Rachelle Amerine Contracts Administrator	<b>DATE SIGNED</b> 2/4/2023

Approved as to Form:

DocuSigned by:  
  
Eric Andrews, Civil DPA

## TABLE OF CONTENTS

<u>1. Statement of Work (SOW)</u> .....	4
<u>2. Definitions</u> .....	4
<u>3. Special Terms and Conditions</u> .....	8
<u>3.1 Performance Expectations</u> .....	8
<u>3.2 Term</u> .....	8
<u>3.3 Compensation</u> .....	8
<u>3.4 Invoice and Payment</u> .....	9
<u>3.5 Contractor and HCA Contract Managers</u> .....	10
<u>3.6 Key Staff</u> .....	11
<u>3.7 Legal Notices</u> .....	11
<u>3.8 Incorporation of Documents and Order of Precedence</u> .....	12
<u>3.9 Insurance</u> .....	12
<u>4. General Terms and Conditions</u> .....	14
<u>4.1 Access to Data</u> .....	14
<u>4.2 Accessibility</u> .....	14
<u>4.3 Advance Payment Prohibited</u> .....	15
<u>4.4 Amendments</u> .....	15
<u>4.5 Assignment</u> .....	15
<u>4.6 Attorneys' Fees</u> .....	15
<u>4.7 Change in Status</u> .....	16
<u>4.8 Conflict of Interest</u> .....	16
<u>4.9 Conformance</u> .....	16
<u>4.10 Covered Information Protection</u> .....	16
<u>4.11 Contractor's Proprietary Information</u> .....	17
<u>4.12 Covenant Against Contingent Fees</u> .....	17
<u>4.13 Debarment</u> .....	17
<u>4.14 Disputes</u> .....	18
<u>4.15 Entire Agreement</u> .....	18
<u>4.16 Force Majeure</u> .....	19
<u>4.17 Funding withdrawn, Reduced, or Limited</u> .....	19
<u>4.18 Governing Law</u> .....	19
<u>4.19 HCA Network Security</u> .....	20
<u>4.20 Indemnification</u> .....	20
<u>4.21 Independent Capacity of the Contractor</u> .....	20
<u>4.22 Legal and Regulatory Compliance</u> .....	20
<u>4.23 Limitation of Authority</u> .....	21

4.24 No Third-Party Beneficiaries .....21

4.25 Nondiscrimination .....21

4.26 Overpayments to the Contractor .....22

4.27 Pay Equity .....22

4.28 Publicity .....22

4.29 Records and Document Review .....23

4.30 Remedies Non-Exclusive .....23

4.31 Right of Inspection .....23

4.32 Rights in Data/Ownership .....23

4.33 Severability .....25

4.34 Site Security .....25

4.35 Subcontracting .....25

4.36 Subrecipient .....26

4.37 Survival .....27

4.38 Taxes .....27

4.39 Termination .....27

4.40 Termination Procedures .....29

4.41 Transition Obligations .....30

4.42 Treatment of Assets .....30

4.43 Waiver .....31

4.44 Warranties .....31

Attachment 1: Statement of Work .....33

Attachment 2: Federal Compliance, Certifications and Assurances .....46

Attachment 3: Federal Subaward Information .....53

Attachment 4: SAMHSA Award Terms .....55

Attachment 5: SOR 2022 Special Award Terms .....61

Attachment 6: Definitions Specific to SOR 2022 Special Award Terms .....63

Attachment 7: SAMHSA Harm Reduction Guidelines .....67

## Recitals

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

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

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

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

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

### 1. STATEMENT OF WORK (SOW)

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

### 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. SPECIAL TERMS AND CONDITIONS**

#### **3.1 PERFORMANCE EXPECTATIONS**

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

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor’s conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings; and
- 3.1.8 Provision of high-quality services.

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

#### **3.2 TERM**

- 3.2.1 The execution of this Contract constitutes a ratification of the earlier agreement between the parties, the terms and conditions of which are contained herein. Accordingly, upon signature of both parties, this Contract is effective retroactive to **September 30, 2022**, regardless of the date of execution, and will continue through **September 29, 2023**, unless terminated sooner as provided herein.
- 3.2.2 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

### 3.3 COMPENSATION

- 3.3.1 The parties have determined the cost of accomplishing the work herein will not exceed **\$535,090**, inclusive of all fees, taxes, and expenses. Compensation for satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.
- 3.3.2 Contractor's compensation for services rendered will be in accordance with Attachment 1, Statement of Work.
- 3.3.3 Contractor travel reimbursement, if any, is included in the total compensation. Contractor travel reimbursement is limited to the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred.
- 3.3.4 Single Audit Act Compliance

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

- A. Submit to the HCA contact person the data collection form and reporting package specified in 2 C.F.R. 200.501 and 45 C.F.R. 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- B. Follow-up and develop corrective action for all audit findings; in accordance with 2 C.F.R. 200.501 and 45 C.F.R. 75.501, prepare a "Summary Schedule of Prior Audit Findings."

### 3.4 INVOICE AND PAYMENT

- 3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>.
- 3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.
- 3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of \$50 or more must be accompanied by a receipt.

- 3.4.4 Contractor will provide invoices not more often than monthly.
- 3.4.5 A-19 Invoices must be submitted to the HCA/DBHR Contract Manager, [megan.fowler@hca.wa.gov](mailto:megan.fowler@hca.wa.gov) with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:
- A. HCA Contract number **K6454**;
  - B. Contractor name, address, phone number;
  - C. Description of services;
  - D. Date(s) of delivery;
  - E. Net invoice price for each item;
  - F. Applicable taxes;
  - G. Total invoice price; and
  - H. Any available prompt payment discount.

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

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

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

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

### **3.5 CONTRACTOR AND HCA CONTRACT MANAGERS**

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

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

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

<b>CONTRACTOR Contract Manager Information</b>		<b>Health Care Authority Contract Manager Information</b>	
Name:	Kasey Kist	Name:	Megan Fowler
Title:	Custody Lieutenant	Title:	Contract Manager
Address:	620 Market Street Prosser, WA 99350-1300	Address:	Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
Phone:	509-783-1451	Phone:	Microsoft Office Teams
Email:	<a href="mailto:kasey.kist@co.benton.wa.us">kasey.kist@co.benton.wa.us</a>	Email:	<a href="mailto:megan.fowler@hca.wa.gov">megan.fowler@hca.wa.gov</a>

### 3.6 KEY STAFF

- 3.6.1 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the SOW from the people who were described in the Response for the first SOW, or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.
- 3.6.2 During the term of the SOW, HCA reserves the right to approve or disapprove Contractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor's Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA's compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

### 3.7 LEGAL NOTICES

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

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

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

3.7.2 In the case of notice to HCA:

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

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

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

### **3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE**

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

3.8.1 Applicable Federal and State of Washington statutes and regulations;

3.8.2 Recitals;

3.8.3 Special Terms and Conditions;

3.8.4 General Terms and Conditions;

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

3.8.6 Attachment 4: *SAMHSA Award Terms*

3.8.7 Attachment 5: *SOR 2022 Special Award Terms*

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

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

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

### 3.9 INSURANCE

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

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

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

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

3.9.4 Industrial Insurance Coverage

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

3.9.5 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

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

#### **4. GENERAL TERMS AND CONDITIONS**

##### **4.1 ACCESS TO DATA**

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

##### **4.2 ACCESSIBILITY**

- 4.2.1 **REQUIREMENTS AND STANDARDS.** Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, *et seq.* For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 4.2.2 **DOCUMENTATION.** Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.
- 4.2.3 **REMEDIATION.** If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or

repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

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

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

#### **4.3 ADVANCE PAYMENT PROHIBITED**

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

#### **4.4 AMENDMENTS**

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

#### **4.5 ASSIGNMENT**

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

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

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

#### **4.6 ATTORNEYS' FEES**

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

#### **4.7 CHANGE IN STATUS**

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

#### **4.8 CONFLICT OF INTEREST**

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

#### **4.9 CONFORMANCE**

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

#### **4.10 COVERED INFORMATION PROTECTION**

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

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

- 4.10.3 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).
- 4.10.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.10.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

#### **4.11 CONTRACTOR’S PROPRIETARY INFORMATION**

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

#### **4.12 COVENANT AGAINST CONTINGENT FEES**

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

#### **4.13 DEBARMENT**

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all Subcontracts into which

it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

#### **4.14 DISPUTES**

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

- 4.14.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.
- 4.14.2 A party's request for a dispute resolution must:
  - A. Be in writing;
  - B. Include a written description of the dispute;
  - C. State the relative positions of the parties and the remedy sought; and
  - D. State the Contract Number and the names and contact information for the parties.
- 4.14.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

#### **4.15 ENTIRE AGREEMENT**

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and

supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.44, *Warranties*.

#### **4.16 FORCE MAJEURE**

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

#### **4.17 FUNDING WITHDRAWN, REDUCED, OR LIMITED**

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

- 4.17.1 Terminate this Contract pursuant to Section 4.39.3, *Termination for Non-Allocation of Funds*;
- 4.17.2 Renegotiate the Contract under the revised funding conditions; or
- 4.17.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
  - A. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - B. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
  - C. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

#### **4.18 GOVERNING LAW**

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

#### **4.19 HCA NETWORK SECURITY**

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

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

#### **4.20 INDEMNIFICATION**

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

#### **4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

#### **4.22 LEGAL AND REGULATORY COMPLIANCE**

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

4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network

and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.

- 4.22.3 Pursuant to Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021) as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021) (“Proclamation”) all contractors and any of their employees and/or subcontractors who provide contracted services on-site at HCA facilities must certify that they are fully vaccinated against the COVID-19 virus, unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractors who cannot so certify are prohibited from contracting with the state.
- 4.22.4 Contractor represents and warrants that should their responsibilities to the HCA involve on-site services as of October 18, 2021, Contractor’s personnel (including subcontractors) providing such services will be fully vaccinated against the COVID-19 virus unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractor further understands that, upon request, Contractor personnel must provide to HCA proof of vaccination, in a manner established by the HCA. Failure to meet these requirements may result in the immediate termination of this Contract.
- 4.22.5 Failure to comply with any provisions of this section may result in Contract termination.

#### **4.23 LIMITATION OF AUTHORITY**

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

#### **4.24 NO THIRD-PARTY BENEFICIARIES**

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

#### **4.25 NONDISCRIMINATION**

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 C.F.R. Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor’s noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may

be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

#### **4.26 OVERPAYMENTS TO THE CONTRACTOR**

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

#### **4.27 PAY EQUITY**

- 4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

#### **4.28 PUBLICITY**

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

#### **4.29 RECORDS AND DOCUMENT REVIEW**

- 4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].
- 4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 4.29.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### **4.30 REMEDIES NON-EXCLUSIVE**

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

#### **4.31 RIGHT OF INSPECTION**

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal

government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

#### **4.32 RIGHTS IN DATA/OWNERSHIP**

- 4.32.1 HCA and Contractor agree that all data and work products produced pursuant to this Contract (collectively “Work Product”) will be considered a “*work made for hire*” as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- 4.32.2 If for any reason the Work Product would not be considered a “*work made for hire*” under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.5 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of

publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

#### **4.33 SEVERABILITY**

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

#### **4.34 SITE SECURITY**

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

#### **4.35 SUBCONTRACTING**

- 4.35.1 Neither Contractor, nor any Subcontractors, may enter into Subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.
- 4.35.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.
- 4.35.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 4.35.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.

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

#### **4.36 SUBRECIPIENT**

##### 4.36.1 General

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

- A. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- B. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- C. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- D. Incorporate OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- E. Comply with any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 and any successor or replacement Circular or regulation;
- F. Comply with the applicable requirements of OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 and any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, and any successor or replacement Circular or regulation; and
- G. Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <http://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

#### 4.36.2 Single Audit Act Compliance

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

- A. Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- B. Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, prepare a "Summary Schedule of Prior Audit Findings."

#### 4.36.3 Overpayments

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

### 4.37 SURVIVAL

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

### 4.38 TAXES

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

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

## 4.39 TERMINATION

### 4.39.1 Termination for Default

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

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

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

### 4.39.2 Termination for Convenience

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

### 4.39.3 Termination for Nonallocation of Funds

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

### 4.39.4 Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing

written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

#### 4.39.5 Termination for Conflict of Interest

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

### 4.40 TERMINATION PROCEDURES

- 4.40.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.
- 4.40.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.
- 4.40.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
- A. Stop work under the Contract on the date of, and to the extent specified in, the notice;
  - B. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
  - C. Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and

Subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;

- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
- E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
- F. Complete performance of any part of the work that was not terminated by HCA; and
- G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

#### **4.41 TRANSITION OBLIGATIONS**

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

#### **4.42 TREATMENT OF ASSETS**

##### **4.42.1 Ownership**

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

##### **4.42.2 Use of Property**

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the

performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative, and other requirements.

#### 4.42.3 Damage to Property

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

#### 4.42.4 Notice of Damage

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

#### 4.42.5 Surrender of Property

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

### 4.43 WAIVER

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

### 4.44 WARRANTIES

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

- 4.44.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.44.3 EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.44.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

## ATTACHMENT 1: STATEMENT OF WORK

September 30, 2022 – September 29, 2023

### 1. Purpose

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

- Providing medications for Opioid Use Disorder (MOUD) to individuals with Opioid Use Disorder (OUD), and/or co-occurring OUD
- Leveraging and expanding services that were developed during the COVID-19 pandemic
- Referring individuals to other behavioral health agencies as needed
- Increasing Harm Reduction tools, services and supplies

### 2. Guiding Principles

- 2.1. Provide MOUD initiation, referral, and treatment engagement to individuals prior to their transfer to the MOUD Treatment Site/Provider(s).
- 2.2. Ensure MOUD capacity is maintained at both the Initiation and MOUD Treatment Site/Provider(s).
- 2.3. Serve as the lead organization and recipient of funding for the development and implementation of an Opioid Treatment Network model for individuals with an Opioid Use Disorder.
- 2.4. Demonstrate responsible oversight of the OTN.
- 2.5. Ensure the MOUD Treatment Site/Provider(s) is working in coordination and meet the terms of the project, contract, goals and project deliverables, including participation in regularly scheduled leadership meetings and educational and technical assistance opportunities.
- 2.6. Ensure a low-barrier medication model as evidenced by Contractor's unique site and functions.
- 2.7. Provide both agonist and antagonist MOUD medications (on-site or in relationship with a pharmacy) to facilitate initial inductions.
- 2.8. Lead a coordinated team and processes to provide intensive services by developing a central Initiation Site to provide MOUD, and a warm hand-off to a MOUD Treatment Site/Provider(s) for continuity of care.
- 2.9. Build, strengthen, and maintain referral relationships between Initiation Site and MOUD Treatment Site/Provider(s).
- 2.10. Identify, collaborate, and subcontract with MOUD Treatment Site/Provider(s) criteria includes, but not limited to:
- 2.11. Support and embrace MOUD;

- 2.12. Ensure policies and procedures are in place throughout the OTN to mitigate medication diversion.
- 2.13. Ensure patient assessments and treatment are consistent with DSM-5 criteria.
- 2.14. Secure and maintain Release of Information forms between Initiation Site and MOUD Treatment Site/Provider(s) that:
  - 2.14.1. Meet federal confidentiality regulations,
  - 2.14.2. Allow the release of patient identifying information:
  - 2.14.3. Ensure the use of a certified EHR.
  - 2.14.4. Review Prescription Monitoring Drug Program data, when available and appropriate.
- 2.15. Training & Technical Assistance. Work collaboratively with University of Washington Addictions Drug & Alcohol Institute (ADAI) technical assistance staff to:
  - 2.15.1. Identify training needs, and
  - 2.15.2. Participate in peer-to-peer and educational learning opportunities including the utilization of EBPs.

### **3. Definitions**

- 3.1. CSAT - Center for Substance Abuse Treatment
- 3.2. GPRA - Government Performance and Results Act
- 3.3. MOUD Treatment Site/Provider(s) – Subcontractors that work with the Contractor’s Initiation Site
- 3.4. Participant – An individual who meets eligibility criteria to receive SOR services
- 3.5. RDA – Research and Data Analysis, a division of the Washington State Department of Social and Health Services

### **4. Work Expectations**

#### **4.1. Meetings**

##### **4.1.1. Monthly Data Calls with RDA**

###### 4.1.1.1. Contractor Participants:

- 4.1.1.1.1. At least one (1) SOR-funded staff including;
- 4.1.1.1.2. OTN Data Collector and/or
- 4.1.1.1.3. OTN Project lead/administrator

#### 4.1.2. **Quarterly Meetings**

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

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

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

4.1.2.2.2. DSHS/RDA SOR Data Collection updates;

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

4.1.2.2.4. Contractor participation and attendance

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

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

#### 4.2. **Reports.**

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

##### 4.2.2. **Contractor reports provided to HCA**

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

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

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

4.2.2.3.1. GPRA reporting and monitoring;

4.2.2.3.2. Outreach and engagement efforts that occurred;

4.2.2.3.3. Updates to barriers and successes;

4.2.2.3.4. Training and technical assistance needs;

4.2.2.3.5. Staff changes;

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

4.2.2.3.7. Actions to address diversity; equity and inclusion (DEI);

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

- 4.2.3. **RDA Reports to HCA.** RDA provides a monthly and annual report to HCA that includes activities included in this Contract.
  - 4.2.3.1. Contractor will maintain accurate and consistent data reporting on monthly invoices, consistent with the RDA report.
  - 4.2.3.2. Components include, but not limited to:
    - 4.2.3.2.1. Number of SOR III enrollees;
    - 4.2.3.2.2. Monthly outreach activities, and
    - 4.2.3.2.3. Engagement rate.
  - 4.2.4. **Other Reports Requested by HCA.** Contractor will assist in the preparation of, but not limited to, the following:
    - 4.2.4.1. Annual, bi-annual reports requested by SAMHSA or their designee;
    - 4.2.4.2. Legislative reports or data requests.
    - 4.2.4.3. Other, as approved by DBHR Contract Manager.
- 4.3. **Provide Services.** Begin providing services at the Initiation Site and MOUD Treatment Site/Provider(s) no later than September 30, 2022;
  - 4.3.1. **OTN Staffing**
    - 4.3.1.1. **General**
      - 4.3.1.1.1. Any staff with sufficient training may contribute to data collection activities.
      - 4.3.1.1.2. Determine if each individual, for whom data is collected, meets SOR III requirements.
      - 4.3.1.1.3. Collect specified data on every individual inducted (beginning a new episode of MOUD Treatment Site/Provider(s)) at the Initiation Site.
      - 4.3.1.1.4. Develop and use specific tools, such as job descriptions and statements of work, in a consistent practice throughout the OTN.
      - 4.3.1.1.5. Work collaboratively and responsively with RDA.
    - 4.3.1.2. **Roles.** The following staff functions are required (individual staff may perform multiple functions):
      - 4.3.1.2.1. **OTN Nurse Care Manager (NCM)**
        - a. Provide medical support to the prescribing physicians or other waived practitioners.

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

- individual screening,
- MOUD education,
- assisting with MOUD inductions,
- taking vital signs,
- drug testing,
- lab work,
- medical assessments,
- charting,
- care planning,
- stabilization,
- observation and maintenance,
- ongoing coordination of follow-up care,
- relapse prevention, and
- support for an individual's self-management.

**4.3.1.2.2. OTN Care Navigator**

- expedites enrollment into Medicaid as necessary,
- conducts screenings, assessments, and evaluations,
- provides education,
- coordinates referrals for MOUD,
- assists with data collection requirements,
- facilitates referrals for:
  - infectious disease screenings,
  - housing,
  - employment services,
  - withdrawal management services,
  - transportation,
  - OUD,
  - behavioral health counseling,
- provide a warm hand-off to a MOUD provider upon an individual's transfer from any current treatments.

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

- manage all data collection activities and serves as the liaison between the OTN, DBHR and RDA.
- become competent in all aspects of GPRA data collection required for this project (including completion of SAMHSA GRPA training)
- be available and responsive to project evaluators.
- at all times there must be a back-up person trained in this role, so that consistent and timely reporting is counted on, with no delays.
- participate in HCA and RDA trainings and technical assistance meetings

- oversight of all aspects of SOR data collection at the OTN, including, but not limited to coordination between the Initiation Site and the MOUD Treatment Site/Provider(s) as individuals move between those locations.
- availability to work regularly with RDA Project Evaluator.

**4.3.1.2.4. OTN MOUD Prescriber**

- Employ and/or contract at least one (1) prescriber, and one (1) back-up prescriber with a current DATA-2000 Waiver (in case of primary prescriber absence) at the Initiation Site.

**4.3.1.2.5. Contract Management/Accounting**

- Submit invoices for payment,
- Ensure Releases of Information (ROIs) are in place,
- Certify that agreements with other community partners are signed,
- Guarantee the contract deliverables are met including subcontractor's deliverables.

**4.3.2. Initiation Site**

**4.3.2.1. Staffing for Initiation Site**

- 4.3.2.1.1. Hiring and/or contracting a minimum of two (2) staff to cover the functions listed below at the Initiation Site.
- 4.3.2.1.2. Specific staffing arrangements are determined by Initiation Site.

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

- 4.3.2.2.1. Help facilitate the health insurance application and enrollment process for uninsured individuals.
- 4.3.2.2.2. Ensure the utilization of third-party payers and other revenues realized from provision of services, to the extent possible
- 4.3.2.2.3. Use SAMHSA grant funds only for services:
  - a. To individuals who are not covered by public or commercial health insurance programs, or
  - b. That are not sufficiently covered by an individual's health insurance plan.
- 4.3.2.2.4. HIV/Viral Hepatitis
  - a. Screen and refer HIV and Viral Hepatitis cases through a warm hand-off or treatment;
  - b. Document services provided in EHR;

- c. Report in RDA's secure data entry portal.
- 4.3.2.2.5. Using EBPs such as Cognitive Behavioral Therapy (CBT) or Motivational Interviewing (MI) for people who experience Stimulant Use Disorder. If a referral is made, documentation is needed in individuals Electronic Health Record (EHR) or patient file.
  - 4.3.2.2.6. For other behavioral health and ancillary services necessary to address the individual's holistic medical and recovery needs.
- 4.3.2.3. **Prioritization.** Contractor will be mindful that the following vulnerable populations may need additional assistance to address and eliminate barriers to access to treatment:
    - 4.3.2.3.1. Individuals at highest risk of overdose and death;
    - 4.3.2.3.2. MOUD services for Tribal members;
    - 4.3.2.3.3. MOUD services for pregnant and parenting individuals;
    - 4.3.2.3.4. MOUD services for people who use intravenous drugs;
    - 4.3.2.3.5. Individuals with a dual diagnosis of OUD and Stimulant Use Disorder;
    - 4.3.2.3.6. Individuals who are homeless or unstably housed.
  - 4.3.2.4. **Enroll new Participants**
    - 4.3.2.4.1. Initiate MOUD and enroll ten (10) SOR III Participants per month beginning December 10, 2022;
    - 4.3.2.4.2. Track the number of monthly enrollments through RDA's data portal.
    - 4.3.2.4.3. Within five (5) business days of receiving the RDA Monthly Report, Contractor will:
      - a. Enter the number of enrollments into the A-19 template.
      - b. Provide the monthly A-19 to the DBHR Contract Manager
      - c. Contractor will work with RDA and DBHR Contract Manager to reconcile any enrollment discrepancies in the following month or at the end of the Contract period at a pro-rated basis.
  - 4.3.2.5. **Site Visits.** Contractor will work with DBHR Contract Manager to schedule site visits, virtual or in person, at least one (1) time per year.

#### **4.4. Data Collection and Sharing**

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

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

4.4.2.1. Supervise data collection process;

4.4.2.2. Program evaluation

4.4.2.3. Monitor data collection;

4.4.2.4. Provide:

4.4.2.4.1. all relevant data collection instruments;

4.4.2.4.2. training;

4.4.2.4.3. access to data entry tools;

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

4.4.2.4.5. technical assistance to staff, as needed.

#### **4.4.3. Data Collection Components and Activities**

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

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

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

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

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

##### **4.4.3.5.1. GPRA Survey Requirements**

- a. The survey is based on the SAMHSA's CSAT GPRA Participant Outcome Measures Tool.
- b. The project evaluator may provide SAMHSA's modified version of the GPRA tool for use on this project.
- c. Facilitate all surveys via live person-to-person conversations, either in-person, by telephone or an online telehealth meeting, with the exception referenced in Section 4.4.3.5.4, Discharge.

- d. **SOR III Requirements.** A Participant requiring the GPRA survey is defined as the following and must meet all required criteria:
  - Individual inducted onto MOUD,
  - Individual returns for second appointment,
  - Participant is seen by a SOR funded clinician, and
  - Participant verbally agrees to participate in SOR grant.
- e. Delay GPRA and Participant level data entry in the data portal until December 10, 2022.
  - Do not conduct GPRA interviews or submit any Participant-level data into data portal from September 30 through December 9, 2022 for SOR III.
  - Contractor has the discretion to start serving new Participants up until December 9, 2022, with alternative funds not included in this contract.
  - For Participants that qualify, conduct GPRA surveys after December 10, 2022 using the new GPRA instrument and enter them into data portal.

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

- a. Interview all individuals who meet SOR III requirements.
- b. Complete each interview within four (4) days of the second appointment.
- c. Use only one (1) GPRA intake survey (the first enrollment) per individual.
- d. Enter survey information into the data entry portal provided by RDA within seven (7) days of collection.

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

- a. Interview is required for all Participants with an intake survey regardless of their enrollment/discharge status at the time the survey is due.
- b. Surveys are open for three (3) months and open one (1) month before the six (6) month anniversary of the GPRA Intake Survey,
- c. Contractor may use incentive funds to encourage hard-to-reach individuals to complete a follow-up survey, if the cost doesn't exceed the rate provided in Section 2, Deliverables Table.
- d. Follow-up surveys are not required after grant funding ends.
- e. Completed surveys are marked by locating the Participant and the Participant answering questions in the follow-up survey.

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

- Achieve an 80% follow-up rate for the six (6) month survey point; indicating success in locating the Participant and complete the interview.
- Administrative follow-up surveys done without the Participant present do not count towards this measurement.

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

- a. The discharge survey is to be completed for all individuals who discontinue treatment at the OTN.
- b. For Participant lost to follow-up, a Participant is considered discharged from grant services if they have an unplanned absence of services for 30 days or more.
  - In these situations, an administrative discharge survey, which may be completed without the individual's participation, is permitted.
- c. Individuals still enrolled at the close of the grant do not require a discharge survey.
- d. Complete discharge surveys within fifteen (15) days of discharge.
- e. Any individual no longer receiving SOR funded services, per the requirements above, shall be discharged.

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

- 4.5.1. Enter Participant data every month into the RDA data entry portal as receiving an induction, starting December 10, 2022.
- 4.5.2. Use rates provided in Section 2, Deliverables Table.
  - 4.5.2.1. MOUD inductions that do not meet SOR III enrollment requirements (marked by the collection of a GPRA intake survey);
- 4.5.3. Outreach activities conducted monthly and as evidenced through the DBHR monthly report include, but not limited to:
  - 4.5.3.1. Community outreach and education activities;
  - 4.5.3.2. Stimulant use disorder referrals;
  - 4.5.3.3. Referrals made post overdose; and
  - 4.5.3.4. Other activities as approved by DBHR contract manager and as evidenced through the DBHR monthly report.

**4.6. Participant incentives.** Contractor will receive incentives in either of the following categories, as long as the aggregated total of both is in accordance with the rate provided in Section 2, Deliverables Table.

4.6.1. **GPRA Follow-Up Survey.** Fixed incentive amount per Participant for completing the follow-up survey.

4.6.2. **Transportation Vouchers.** Unlimited amount per any individual receiving Contractor's treatment services, not just SOR III Participants.

**4.7. Harm Reduction Training**

4.7.1. Work with DBHR Contract Manager to determine training date.

4.7.2. Provide evidence of attendance by a minimum of two (2) persons to the training.

4.7.2.1. Additional staff are allowed to attend beyond the required minimum person.

**4.8. Cost reimbursement for harm reduction supplies and services.** Contractor may request reimbursement for actual costs for the following:

4.8.1. Outlined in Attachment 7, SAMHSA Harm Reduction Guidelines;

4.8.2. Supplies and services must adhere to federal, state, and local laws, and other requires as specified in SAMHSA grant terms.

**4.9. Address data collection barriers.** Contractor may invoice HCA for a one-time payment to address barriers around program data collection including GPRA survey.

4.9.1. Requirements of report will be provided by DBHR Contract Manager, within ten (10) days of Contract execution.

4.9.2. OTN site will submit report and attend two (2) RDA/DBHR hosted SOR III Data Collection trainings no later than January 31, 2023.

**4.10. Rate Incentives for Participant Engagement.**

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

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

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

4.10.4. A total maximum payment of \$12,000 could be awarded and rates are determined by DSHS/RDA end of year report.

4.10.5. Historical rates are based on the average engagement rates of SOR clients inducted by the provider in the previous contract year; September 30, 2021 – September 29, 2022.

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

4.10.7. Due to data reporting lags, provider performance will be based on the first nine months of the contact year.

## 5. Deliverables Table

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

#	Description	Due Date	Rate	Max Payment
1	Monthly reports	Within five (5) business days after receiving the SOR III Monthly Report from RDA	\$19,000 per report x 12 months	\$228,000
2	Enrollment of new Participants		\$1,500 per month X 10 Participants X 10 months	\$150,000
3	Outreach and engagement		\$8,500 per month X 10 months	\$85,000
4	<b>PARTICIPANT INCENTIVES</b>			
	4a – GPRA Surveys and/or	Monthly, as needed, within five (5) business days after receiving the SOR III Monthly Report from RDA	\$30 per Participant per month	\$4,090
	4b – Transportation Vouchers		Reimbursement of actual costs	
5	Harm reduction training	September 29, 2023	\$1,000 per event X 1 event	\$1,000
6	Harm reduction supplies and services	Monthly, as needed, within five (5) business days after receiving the SOR III Monthly Report from RDA	Reimbursement of actual costs	\$5,000
7	Address data collection barriers	January 31, 2023	\$50,000 per report X 1 report	\$50,000
8	<b>ENGAGEMENT RATE INCENTIVE (Dec 2022 - May 2023)</b>			
	8a - Exceed standard 60% or	Based on report provided by RDA no later than September 29, 2023	\$2,000 per month X up to 6 months and/or	The sum of 8a's total and 8b's total  Up to \$12,000
	8b - Meet/exceed historical rate		\$1,000 per month X up to 6 months	
<b>Maximum Compensation, 9/30/2022 – 9/29/2023</b>				<b>\$535,090</b>

## ATTACHMENT 2: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: Megan Fowler.
- a. *Source of Funds **SOR III**: This Contract is being funded partially or in full through Cooperative Contract number **H79T1085727**, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the federal Assistance Listing Number (ALN) 93.788 in the amount of \$535,090 The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K6454**.*
  - b. *Period of Availability of Funds **SOR III**: Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in **H79T1085727** unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.*
  - c. *Single Audit Act: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.*
  - d. *Modifications: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.*
    1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
      - i. Deviations from the budget and Project plan.
      - ii. Change in scope or objective of the Contract.
      - iii. Change in a key person specified in the Contract.
      - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
      - v. Need for additional funding.
      - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
      - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
    2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
  - e. *Sub-Contracting: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.*

- f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
- g. *Unallowable Costs:* The Contractor or Subrecipient’s expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.
- h. *Supplanting Compliance: SABG:* If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).
- i. *Federal Compliance:* The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- j. *Civil Rights and Non-Discrimination Obligations:* During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

**HCA Federal Compliance Contact Information**

Washington State Health Care Authority  
 Post Office Box 42710  
 Olympia, Washington 98504-2710

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

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

Colleges or Universities and Affiliated Hospitals	
For-Profit Organizations	

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

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

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

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

- b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
    - i. The dangers of drug abuse in the workplace;
    - ii. The contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;

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

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

**Legal Services Manager**

WA State Health Care Authority  
PO Box 42700  
Olympia, WA 98504-2700

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

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

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

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

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

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

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

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

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

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

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

**The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental**

**health of the American people.**

**f. CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS**

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

**CONTRACTOR SIGNATURE REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:	TITLE: Benton County Commissioner
PLEASE ALSO PRINT OR TYPE NAME: Will McKay, Chairman	
ORGANIZATION NAME: (if applicable) Benton County, Washington	DATE:

**ATTACHMENT 3: FEDERAL SUBAWARD INFORMATION  
K6454**

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	H79TI085727
3.	Federal Award Date	09-23-2022
4.	Assistance Listing Number and Title	93.788 Opioid STR (Opioid Response Grants)
5.	Is the Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Contact Information for HCA's Awarding Official	Keri Waterland, assistant director WA State Health Care Authority Division of Behavioral Health and Recovery <a href="mailto:keri.waterland@hca.wa.gov">keri.waterland@hca.wa.gov</a> 360-725-5252
7.	Subrecipient name (as it appears in SAM.gov)	Benton, County of dba Benton County Corrections Department
8.	Subrecipient's Unique Entity Identifier (UEI)	HG29NCPLDG56
9.	Subaward Project Description	Increasing availability of medication for treatment for Opioid Use Disorder
10.	Primary Place of Performance	99350-1300
11.	Subaward Period of Performance	9/30/2022 – 9/29/2023
12.	Amount of Federal Funds Obligated by this Action	\$535,090
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	\$535,090
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	De minimus (10%)

This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact [subrecipientmonitoring@hca.wa.gov](mailto:subrecipientmonitoring@hca.wa.gov).

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?

YES     NO

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES     NO

## ATTACHMENT 4: SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) AWARD TERMS

By drawing or otherwise obtaining funds as a subawardee or contractor of a non-federal entity drawing or otherwise obtaining funds from SAMHSA, a branch of the United States Department of Health and Human Services (HHS), you agree to the following pass-through terms and conditions.

Name	Language
Acceptance of the Terms of an Award	This Subaward is subject to the SAMHSA Fiscal Year 2021 – Award Standard Terms, included directly, or incorporated by reference on the Notice of Award (NoA) support the grant.
Non-Supplanting	Federal award funds must supplement, not supplant, nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.  Block grant funds (SABG and MHBG) will not be used to supplant state funding of alcohol and other drug prevention programs. See 45 CFR § 98.123
Unallowable Costs	All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this subaward.
Marijuana Restrictions	Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR 75.300(a); 21 USC 812(c)(10) and 841. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substances under the federal law.
Executive Pay	The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct

Name	Language
	salary to Executive Level II of the Federal Executive Pay scale. Effective January 3, 2021, the salary limitation for Executive Level II is <b>\$199,300</b> .
Promotional Items	SAMHSA grant funds may not be used for Promotional Items. Promotional Items include but are not limited to: Clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.
Acknowledgment of Federal Funding at Conferences and Meetings	When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement in all conference materials (including promotional materials, agenda, and internet sites): <i>Funding for this conference was made possible 9in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsements by the U.S. Government.</i>
Rights in Data and Publications	As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR 75.322 and the HHS Grants Policy Statement.  HCA may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal Award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
Mandatory Disclosures	Consistent with 45 CFR 75.113, Subrecipients must disclose, in a timely manner, in writing to HCA and the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to HCA and the HHS OIG at the following addresses:  U.S. Department of Health and Human Services  Office of Inspector General  ATTN: Mandatory Grant Disclosures, Intake Coordinator

Name	Language
	<p>330 Independence Avenue, SW, Cohen Building Room 5527</p> <p>Washington DC 20201</p> <p>Fax: (202) 205-0604 (include "Mandatory Grant Disclosures" in subject line or email)</p> <p><a href="mailto:MandatoryGranteeDisclosures@oig.hhs.gov">MandatoryGranteeDisclosures@oig.hhs.gov</a></p> <p>Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 &amp; 376 and 31 USC 3321)</p>
Lobbying Restrictions	<p>Per 45 CFR §75.215, Subrecipients are subject to the restrictions on lobbying as set forth in 45 CFR part 93.</p> <p>U.S.C. &gt; Title 18 &gt; Part I &gt; Chapter 93 &gt; Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.</p> <p>Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.</p>
Drug Free Workplace	<p>The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing this Contract, you agree that the grantee will provide a drug-free workplace and will</p>

Name	Language
	<p>comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR part 182; HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of NIH grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of part 382.</p>
<p>Trafficking Victims Protection Act of 2000 (22 USC 7104(G)), as amended, and 2 CFR Part 175</p>	<p>The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.</p> <p>SAMHSA or HCA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees: a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; b) Procure a commercial sex act during the period of time that the award is in effect; or, c) Use forced labor in the performance of the award or subawards under the award.</p> <p>The text of the full award term is available at 2 C.F.R. § 175.15(b). See <a href="http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf">http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf</a></p>
<p>Confidentiality of Alcohol and Drug Abuse Patient Records</p>	<p>The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The Subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.</p>
<p>Healthy People 2020</p>	<p>Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework</p>

Name	Language
	for the forthcoming Healthy People 2020 process can be found online at: <a href="http://www.healthypeople.gov/">http://www.healthypeople.gov/</a>
Accessibility Provisions	<p>Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.</p> <p>The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: <a href="http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html">http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html</a>.</p> <p>Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see- <a href="http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html">http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html</a>.</p> <p>Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <a href="https://www.hhs.gov/civil-rights/index.html">https://www.hhs.gov/civil-rights/index.html</a> or call 1-800-368-1019 or TDD 1-800- 537-7697.</p> <p>Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <a href="https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&amp;lvlid=6">https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&amp;lvlid=6</a>.</p>
Legislative Mandates	<p>Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at <a href="https://www.congress.gov/bill/115th-congress/housebill/6157/text?Format=txt">https://www.congress.gov/bill/115th-congress/housebill/6157/text?Format=txt</a>.</p>
Ad Hoc Submissions	Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard

Name	Language
	deliverables. This information may include, but is not limited to, the following: <ul style="list-style-type: none"><li>• Payroll</li><li>• Purchase orders</li><li>• Contract documentation</li><li>• Proof of project implementation</li></ul>

## **ATTACHMENT 5: SOR 2022 SPECIAL AWARD TERMS**

1. Only U.S. Food and Drug Administration (FDA) – approved products that address opioid use disorder and/or opioid overdose can be purchased with Opioid SOR grant funds.
2. Medication for Opioid Use Disorder (MOUD) using one of the FDA-approved medications for the maintenance treatment of opioid use disorder. MOUD includes methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.
3. SOR grant funds must be used to fund prevention, harm reduction, treatment, and recovery support services and evidence-based practices that are appropriate for the population(s) of focus.
4. SOR funds shall not be utilized for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, (e.g., HHS, CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA), and non-federal funds, third party insurance, and sliding scale self-pay among others.
5. SOR funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.
6. Recipients must implement prevention and education services including training of peers, first responders, and other key community sectors on recognition of opioid overdose and appropriate use of the opioid overdose antidote naloxone, developing evidence-based community prevention efforts such as strategic messaging on the consequences of opioid and stimulant misuse, implementing school-based prevention programs and outreach, and purchasing and distributing opioid overdose antidote reversal naloxone, based on the naloxone distribution and saturation plan, and train on its use.
7. Recipients are expected to report client level data into SAMHSA's Performance Accountability and Reporting System (SPARS) in the required timelines set forth in the NOFO. Recipients are expected to report program-level data on a quarterly basis in SPARS. Grantees are also required to comply with all additional data collection requirements of the grant. Grantees shall fully participate in any SAMHSA-sponsored evaluation of the SOR grant program. The submission of these data in the form required by SAMHSA is a requirement of funding. Noncompliance with this requirement may result in restricted access to funding for this year or limited or no access to funding in the future grant year.

8. Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoprodut formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.
9. Procurement of DATA waiver training is not allowable use of SOR funds as this training is offered free of charge from SAMHSA at [pcssnow.org](http://pcssnow.org). No funding may be used to procure DATA waiver training by recipients or subrecipients of SOR funding.
10. SOR funds shall not be utilized to provide incentives to any Health Care Professional for receipt of a Data Waiver or any type of Professional Development Training.
11. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder and stimulant use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
12. SAMHSA recipients must also comply with SAMHSA's standard funding restrictions, which are included in Appendix G (Standard Funding Restrictions) in the Notice of Funding Opportunity.

## ATTACHMENT 6: DEFINITIONS SPECIFIC TO SOR 2022 SPECIAL AWARD TERMS

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

1. "ADAI" means the University of Washington's Addictions Drug & Alcohol Institute, and its employees and authorized agents.
2. "Agonist" means an FDA-approved opioid agonist medication (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the maintenance treatment of opioid use disorder.
3. "Antagonist" means the FDA-approved opioid antagonist medication (e.g., naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.
4. "ASAM" means the American Society of Addiction Medicine.
5. "Care Navigator" means the position responsible to provide support to and work collaboratively with the Care Manager. In addition, the Care Navigator will work closely and collaboratively with staff at each MOUD Treatment Site/Provider(s) to coordinate patient care, keep the patient engaged with services, address issues related to relapse, and communicate together on patient needs. Duties also include conducting screenings, scheduling appointments, following up on missed appointments, medication diversion control, grant data recordkeeping and reporting, and making referrals to the appropriate MOUD Treatment Site/Provider(s). The Care Navigator can be a licensed or credentialed Substance Use Disorder Professional (SUDP) or Substance Use Disorder Professional Trainee (SUDPT), behavioral healthcare worker, social worker, primary healthcare worker, or other staff depending on the personnel needs of the Initiation Site
6. "Cognitive Behavioral Therapy" or "CBT" means an evidence-based treatment that has been demonstrated to be effective for a range of issues including depression, anxiety disorders, alcohol and substance use disorder, marital problems, eating disorders and severe mental illness.
7. "Data Collector Coordinator" means the person responsible for managing all data collection activities and also serves as the liaison between the OTN and the Project Evaluators (RDA). The Coordinator must become competent in all aspects of GPRA data collection (intake, and six-month follow ups and discharge) required for this project (including completion of SAMHSA GRPA training and project data collection systems) and be available and responsive to Project Evaluators (RDA).
8. "DBHR" means the HCA Division of Behavioral Health and Recovery, and its employees and authorized agents.
9. "DEI" means diversity, equity, and inclusion.
10. "Department of Health" or "DOH" means a state agency who works with others to protect and improve the health of all people in Washington State. DOH programs and services help prevent illness and injury, promote healthy places to live and work, provide

information to help people make good health decisions and ensure that Washington State is prepared for emergencies.

11. “*Diagnostic and Statistical Manual of Mental Disorders*” or “*DSM–5*” means the product of more than 10 years of effort by hundreds of international experts in all aspects of mental health. Their dedication and hard work have yielded an authoritative volume that defines and classifies mental disorders in order to improve diagnoses, treatment, and research.
12. “DSHS” means the Washington State Department of Social and Health Services, and its employees and authorized agents.
13. “Engagement Measure” means the percentage of individuals receiving any MOUD within 3 months following their OTN induction month. It will be limited to individuals receiving publicly-funded (i.e. Medicaid) MOUD.
14. “Evidence-based Practice” or “EBP” means a prevention or treatment service or practice that has been validated by some form of documented research evidence and is appropriate for use with individuals with an opioid use disorder.
15. “Electronic Health Records” or “EHR” means a certified electronic health record system that has been tested and certified by an approved Office of National Coordinator for Health Information Technology’s (ONC) certifying body.
16. “FDA” means the U.S. Food and Drug Administration.
17. “GPRA” means Government Performance Results and Modernization Act. Grantees must comply with the GPRA Modernization Act of 2010.
18. “HCA” means the Washington State Health Care Authority and its employees and authorized agents.
19. “Human Immunodeficiency Virus” or “HIV” means the virus that may causes AIDS.
20. “Induct” means the medically monitored initiation of treatment medication when a person with an opioid use disorder has abstained from using opioids for the appropriate amount of time in order to tolerate the utilization of MOUD.
21. “Initiation Site Prescriber” or “Waivered Prescriber” means a physician, physician’s assistant (PA), or nurse practitioner (NP) that has obtained and maintained a current DATA 2000 Waiver to prescribe buprenorphine and other medications. A prescriber will also inform individuals regarding the risks and benefits of MOUD, allow for shared-decision making and address other presenting medical needs either directly or by referral.
22. “Integrated Care” means the organized delivery and/or coordination of medical, behavioral or social and recovery support services provided for individuals.
23. “Local MOUD (formerly MAT) Treatment Site” means a facility that will provide Opioid Use Disorder (OUD) treatment medications, behavioral health treatment and/or primary healthcare services, and/or wrap-around services, and referrals. MOUD Treatment

Site/Provider(s) may be federally qualified health center (FQHC), opioid treatment program, outpatient substance use disorder treatment facility, mental health clinic, or integrated behavioral health clinic.

24. “Low barrier” means increase access to treatment for people with SUD and/or OUD by creating programs that are patient focused and eliminate as many barriers as possible including availability, cost, and stigma
25. “Medication Assisted Treatment” or “MAT” (now MOUD) means the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the treatment of opioid use disorder and the use of opioid antagonist medication (e.g. naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.
26. “Medication for Opioid Use Disorder” or “MOUD” means the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the maintenance treatment of opioid use disorder and the use of opioid antagonist medication (e.g., naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.
27. “Motivational Interviewing” or “MI” means an evidence-based practice with a focus on resolving ambivalence and centers on motivational processes within the individual that facilitate positive change.
28. “Nurse Care Manager” means the nurse or other employee at the Initiation Site who is responsible for providing medical support to the prescribing physician or other waived prescribers. Duties of the Care Manager include, but are not limited to patient screening, MOUD education, assisting with MOUD inductions, taking vital signs, drug testing, lab work, medical assessments, charting, care planning, stabilization, maintenance, ongoing coordination of follow-up care, relapse prevention, support for patient self-management, and observation of the patient.
29. “OTN” means an Opioid Treatment Network that includes an Initiation Site and Local MOUD Treatment Site/Provider(s).
30. “Opioid Use Disorder” or OUD is defined by a pattern of problematic use of opioids, whether prescription painkillers, or heroin, or other illicit synthetic opioids. Practitioners use criteria from the Diagnostic and Statistical Manual of Mental Disorders 5 (DSM 5) to diagnose opioid use disorder.
31. “Prescriber/Administrator” means the position responsible for developing, administering, and overseeing the program and ongoing performance of the OTN. Initiation Sites may use funding to provide oversight and management to an administrator if more appropriate, depending on the business needs of the OTN.
32. “Prescription Monitoring Drug Program” or “PMDP” means a law that the Washington State Legislature passed in 2007 requiring the Department of Health to create a prescription monitoring program. The law directs the Department to design the program to improve healthcare quality and effectiveness by: Reducing abuse of controlled

substances, reducing duplicative prescribing and overprescribing; and improving prescribing practices.

33. "Report" or "Monthly Report" means and refers to a report that the Contractor will complete and submit to DBHR on a monthly basis prior to monthly reimbursement.
34. "RDA" means the Department of Social and Health Services, Research and Data Analysis Division, to whom the Contractor will send required patient and program data through a secure data file transfer.
35. "SAMHSA" means the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, and its employees and authorized agents.
36. "Stimulate Use Disorder" means a pattern of amphetamine-type substance, cocaine, or other stimulant use leading to clinically significant impairment or distress (DSM-5).
37. "Substance Use Disorder Professional" or "SUDP" means an individual certified in substance use disorder counseling by the Washington Department of Health Licensing.
38. "Substance Use Disorder Professional Trainee" or "SUDPT" means an individual who is in training to become a certified SUDP and is under supervision by a certified SUDP.
39. "SUD" means substance use disorder. Practitioners use criteria from the Diagnostic and Statistical Manual of Mental Disorders 5 (DSM-5).
40. "Sustainability Plan" means a roadmap for achieving long-term stability and maintenance through documentation of strategies allowing for the program, activities and partnerships to continue.
41. "Viral Hepatitis" means is an infection that causes liver inflammation and damage.
42. "Warm hand-off" means a transfer of care between two members of the health care team, where the handoff occurs in front of the patient explaining why the other team member can better address a specific issue with the patient and emphasizing the other team member's competence.

## ATTACHMENT 7: SAMHSA HARM REDUCTION GUIDELINES

The following harm reduction services/supplies are allowable costs that may be covered with SOR funds:

Harm Reduction Services	Harm Reduction Supplies
<ul style="list-style-type: none"> <li>• Overdose reversal education and training services</li> <li>• Navigation services to ensure linkage to HIV and viral hepatitis prevention, testing, treatment and care services, including antiretroviral therapy for HCV and HIV, pre-exposure prophylaxis (PrEP), post-exposure prophylaxis (PEP), prevention of mother to child transmission and partner services</li> <li>• Referral to hepatitis A and hepatitis B vaccinations to reduce risk of viral hepatitis infection</li> <li>• Provision of education on HIV and viral hepatitis prevention, testing, and referral to treatment services</li> <li>• Provision of information on local resources and/or referrals for PrEP</li> </ul>	<ul style="list-style-type: none"> <li>• Overdose reversal supplies, including the purchase of naloxone kits (this may include syringes for the purpose of administering injectable naloxone only)</li> <li>• Substance test kits, including fentanyl test strips</li> <li>• Safer sex kits, including condoms</li> <li>• Sharps disposal and medication disposal kits</li> <li>• Wound care supplies</li> <li>• Medication lock boxes</li> <li>• Supplies to promote sterile injection and reduce infectious disease transmission through injection drug use, exclusive of sterile needles, syringes, and other drug paraphernalia*</li> <li>• Safer smoking kits to reduce infectious disease transmission, excluding pipes/pipettes and other drug paraphernalia**</li> <li>• FDA-approved home testing kits for viral hepatitis (i.e., HBV and HCV) and HIV</li> <li>• Written educational materials on safer injection practices and HIV and viral hepatitis and prevention, testing, treatment, and care services</li> <li>• Distribution mechanisms (e.g., bags for naloxone or safer sex kits, metal boxes/containers for holding naloxone) for harm reduction supplies, including stock as otherwise described and delineated on this list</li> </ul>

*\*The Harm Reduction grant program is authorized under Section 2706 of the American Rescue Plan Act (ARPA) of 2021, which is not subject to the same syringe funding restrictions as other federal grants. Syringes to prevent and control the spread of infectious diseases are allowed for purchase with grant funds authorized by ARPA for SAMHSA Harm Reduction programs.*

*\*\*No federal funding is used directly or through subsequent reimbursement of grantees to purchase pipes in safer smoking kits. Grants include explicit prohibitions of federal funds to be used to purchase drug paraphernalia.*

## **National Harm Reduction Technical Assistance (TA) Center**

SAMHSA is also collaborating with CDC on their National Harm Reduction Technical Assistance Center to provide a comprehensive approach to harm reduction through syringe services programs (SSPs) and to improve access to prevention and intervention services to prevent infectious disease consequences of drug use. Going beyond education and technical assistance efforts related to needle exchange, SAMHSA's support of CDC's existing [National Harm Reduction Technical Assistance \(TA\) Center](#) will enable the Center to also address also a variety of other individual and community factors related to harm reduction, such as, for example, naloxone distribution and administration, safer sex kits, HIV and viral hepatitis testing, COVID-19 response, community stigma, and opportunities for collaboration between harm reduction and other community efforts (e.g., peer-delivered recovery support efforts). Through the collaboration with SAMHSA, the TA Center will support efforts to expand capacity, increase effectiveness, and strengthen the performance and accountability of harm reduction services. This will be done within a comprehensive prevention strategy at the state and community levels and will provide technical assistance and consultation services to support implementation of effective, evidence-based harm reduction programs, practices, and policies in diverse settings.

### **Additional Resources**

- [Department of Health and Human Services: Overdose Prevention Strategy](#)
- [The Biden-Harris Administration's Statement of Drug Policy Priorities for Year One \(PDF | 335 KB\)](#)
- [National Harm Reduction Technical Assistance Center](#)

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	February 14, 2023
<b>Subject:</b>	Reorganization of Information Technology Department and Transfer of Funds
<b>Presenter:</b>	Robert Heard
<b>Prepared By:</b>	Robert Heard and Carlee Nave
<b>Reviewed By:</b>	Carlee Nave, Jerrod MacPherson, Matt Rasmussen, Eric Wyant
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input checked="" type="checkbox"/> Scheduled Business	<input checked="" type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Execute Contract

## Summary / Background Information

The IT Manager has worked with the Deputy County Administrator and Finance Manager to create a strategy to maximize efficiency in the GIS division of the IT department, including flattening the leadership structure in the department and ensuring that the GIS job descriptions reflect the duties, skills, and abilities, needed to support and maintain the County's current GIS environment. Once the new job description was created, it was determined that the position is appropriately part of the Courthouse bargaining unit and the HR Manager worked with the AFSCME representative to draft an Amendment to the Courthouse Collective Bargaining Agreement, reflecting the addition of the GIS Analyst position to the unit.

As part of the reorganization, we are also asking for an Office Assistant I position to support the GIS division with ongoing office tasks to allow the GIS Analysts to focus on their core GIS duties.

## Fiscal Impact

**Amount:** Budget neutral.

**Fund:** IT, Central Services and GIS 2023-2024 budgeted funds.

## Recommendation

Information Technology recommends that the Board approve the reorganization of IT allowing Line Item Transfers within IT's, Central Services and GIS Fund creating two GIS Analyst and one Office Assistant positions within the Courthouse Collective Bargaining Agreement.

## Suggested Motions

I move to approve Amendment I to the 2023-2025 Courthouse Collective Bargaining Agreement as presented.

I move to approve the resolution creating the GIS Analyst position and eliminating the GIS Supervisor and GIS Technician II position.

I move to approve the line item transfer within Central Service fund number 5020 as presented.

I move to approve the line item transfer within General fund number 0010, department number 131 as presented.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
IN THE MATTER OF AMENDMENT I TO THE 2023-2025 AGREEMENT BETWEEN BENTON  
COUNTY AND COUNCIL 2, LOCAL 874HC, WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES, REPRESENTING COURTHOUSE EMPLOYEES

**WHEREAS**, negotiators for Benton County have reached an agreement with Council 2, Local 874HC, representing Courthouse employees, for Amendment I to the 2023-2025 Collective Bargaining Agreement; **NOW THEREFORE**,

**BE IT RESOLVED**, the Benton County Commissioners approve Amendment I to the 2023-2025 Collective Bargaining Agreement between Benton County and Council 2, Local 874HC, Washington State Council of County and City Employees, representing Courthouse employees as negotiated and are authorized to sign the same; and

**BE IT FURTHER RESOLVED**, that the Amendment is effective February 1, 2023.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Commissioner

Attest.....  
Clerk of the Board

Constituting the Board of Commissioners  
of Benton County, Washington

**AMENDMENT I**  
to  
**2023 - 2025 AGREEMENT**  
**Between**  
**BENTON COUNTY**  
**And**  
**Council 2, Local 874HC, Washington State Council of County and City Employees**  
**Representing COURTHOUSE EMPLOYEES**

Benton County (Employer) and Washington State Council of County and City Employees, Local 874HC, affiliated with Council 2, American Federation of State, County, and Municipal Employees, AFL-CIO (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2023, through December 31, 2025, as follows:

1. **APPENDIX A-1** is hereby amended to read:

Title	Grade
ACCOUNTING ASSISTANT I	1
ACCOUNTING ASSISTANT II	3
ACCOUNTING ASSISTANT III	5
ACCOUNTING ASSISTANT IV	6
<u>GIS ANALYST</u>	<u>11</u>
INFORMATION SYSTEMS ANALYST II	9
INFORMATION SYSTEMS ANALYST III	11
INFORMATION SYSTEMS ANALYST IV	12
LEGAL PROCESS ASSISTANT I	1
LEGAL PROCESS ASSISTANT II	3
LEGAL PROCESS ASSISTANT III	5
LEGAL PROCESS ASSISTANT IV	6
LEGAL SECRETARY I	1
LEGAL SECRETARY II	3
LEGAL SECRETARY III	5
LEGAL SECRETARY IV	6
LEGAL SECRETARY V	7
LEGAL SECRETARY VI	8
OFFICE ASSISTANT I	1
OFFICE ASSISTANT II	3
OFFICE ASSISTANT III	5
OFFICE ASSISTANT IV	6
PERMIT TECHNICIAN	3

Effective January 1, 2023, position #1278 (occupied by Veronica Saenz) will move from an Accounting Assistant II to Accounting Assistant III.


4. No other language in the CBA is amended or intended to be changed or modified.
5. This Amendment is effective February 1, 2023.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives as follows:

**BENTON COUNTY**

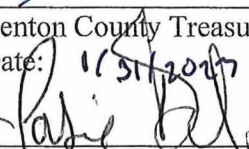
\_\_\_\_\_  
Chair, Board of Commissioners

  
\_\_\_\_\_  
Benton County Prosecuting Attorney  
Date: 1/31/2023

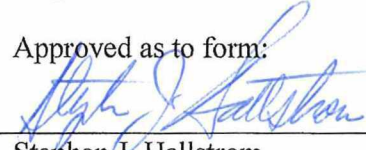
\_\_\_\_\_  
Member, Board of Commissioners

\_\_\_\_\_  
Benton County Treasurer  
Date: 1/31/2023

\_\_\_\_\_  
Member, Board of Commissioners

  
\_\_\_\_\_  
Benton County Clerk  
Date: 1-31-23

**Constituting the Board of Benton County Commissioners**

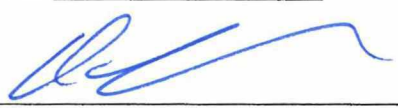
Approved as to form:  
  
\_\_\_\_\_  
Stephen J. Hallstrom  
Deputy Prosecuting Attorney


Attest:

\_\_\_\_\_  
Clerk to the Board

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO**

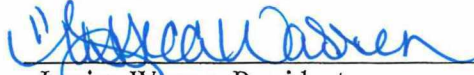
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Presiding District Court Judge

  
\_\_\_\_\_  
Laura Hanson, Area Representative  
Date: 1-31-2023

Date: 1-31-23

\_\_\_\_\_  
Benton County Assessor

  
\_\_\_\_\_  
Jessica Warren, President  
Date: 1-31-2023

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Benton County Auditor

Date: 01/31/2023

# RESOLUTION

## BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON IN THE MATTER OF REORGANIZING GIS POSITIONS IN THE IT DEPARTMENT

**WHEREAS**, the IT Manager in an effort to improve efficiencies and to enhance operations is requesting to create the GIS Analyst classification; and

**WHEREAS**, as part of the enhancement of operations the IT Manager is requesting to eliminate the GIS Supervisor and GIS Technician II classifications; and

**WHEREAS**, the Human Resources Department worked with the IT Manager to create the classification description of the GIS Analyst position; and

**WHEREAS**, it is recommended that the GIS Analyst position be placed at a Grade 11 on the Benton County Courthouse Union Salary Schedule; **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby approves the classification of the GIS Analyst position; and

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners hereby approves the attached GIS Analyst classification description; and

**BE IT FURTHER RESOLVED** that the Board of Benton County Commissioners hereby approves the placement of the Clerk to the Board position on the Benton County Courthouse Union Salary Schedule at Grade 11; and

**BE IT FURTHER RESOLVED** that the Board of Benton County Commissioners hereby eliminates the GIS Supervisor and GIS Technician II classifications.

**BE IT FURTHER RESOLVED** that the effective date of these actions is February 1, 2023.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Commissioner

Attest.....  
Clerk of the Board

Constituting the Board of Commissioners  
of Benton County, Washington

## BENTON COUNTY CLASSIFICATION DESCRIPTION

01/23

GIS ANALYST

PAGE 1

**TITLE:** GIS Analyst

**DEPARTMENT:** Information Technology Department

**REPORTS TO:** IT Manager

**FLSA:** Non-Exempt

### **SUMMARY:**

The GIS Analyst performs complex technical work in the planning, creation, maintenance, and retrieval of data from the County's Geographic Information System (GIS) and related software applications.

### **EXAMPLES OF JOB DUTIES:**

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

Creates complex programs for County departments utilizing GIS; provides explanation of GIS processes and procedures to staff with varying levels of GIS expertise. Works closely with other County departments, governmental agencies, and the public in the verification of data.

Performs work as needed in asset management systems (ESRI) or other software for Public Works, and Community Development Departments. Develop and support programs, maps or databases to support department workflows.

Recommends standards and procedures for regular GIS activities, updates, maintenance, improvements, and processes, and works with GIS staff to automate and perform same. Serves as project lead for complex projects; provides oversight of lower-level staff on routine projects. Provides input and establishes GIS and asset management infrastructure; works with information technology staff to implement GIS for use by all County departments.

Writes code for the integration of third-party software, external databases, spreadsheets, and other data sources to GIS and/or asset management systems.

Serves as primary contact with administrative or management personnel regarding GIS applications and requirements; conducts needs analysis, analyzes and prioritizes users' requests for service changes; develops proposals to meet the requests.

Assists IT Management in the development of short- and long-range plans, goals and objectives for assigned operations; coordinates assigned activities with other County departments and outside governmental agencies. Provides input on technology and budgetary needs for managerial staff.

Pursues self-development and continuing personal development of skills and knowledge by attending ongoing educational workshops, reviewing professional publications, and establishing personal networks.

**KNOWLEDGE, SKILLS, ABILITIES:**

Proficient knowledge of modern principles, methods, and practices as it relates to area(s) of assignment.

Proficient knowledge of Benton County business and the application and interpretation of Benton County policies and procedures and federal, state, and local rules, laws, regulations, legislation, codes, and ordinances as they relate to area(s) of assignment.

Proficient troubleshooting skills to resolve issues or problems by analyzing trends and problems, identifying alternative solutions, interpreting compliance documentation, projecting consequences of proposed actions, and communicating and/or implementing recommendations in support of goals and maintaining compliance.

Proficient time management and mental and physical organization skills that support the ability to focus, have clarity, and use strategy to fulfill a variety of tasks successfully.

Proficient Skills in ESRI tools and software, programming languages (visual basic, python and or C++), the internet for research, and the ability to learn and develop proficient skills using County-wide enterprise software, and other online portals from state agencies.

Ability to exercise a high degree of independent judgment and discretion and maintain the confidentiality of sensitive and confidential information.

Ability to write and speak clearly and concisely and to express ideas and recommendations effectively, orally, and in writing.

Ability and willingness to establish and maintain communication and working relationships with peers, representatives from other agencies, vendors, public officials, and the general public using courtesy, tact, and good judgment.

Ability to effectively present information, findings, proposals, training, or other information to a variety of audiences by clearly articulating, engaging the audience, assessing the needs of the audience, and using appropriate materials to help audience understand the message.

Ability to identify and take advantage of opportunities, organize, and prioritize several ongoing and frequently changing assignments to meet deadlines.

**WORK ENVIRONMENT:**

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

- Work may be performed in the following environmental conditions:
  - constantly: in an office environment, and
  - occasionally: near moving mechanical parts, outdoor weather conditions, and near dirt, dust, and shavings, exposed to other environmental conditions when interacting with employees who work in those conditions.
- The noise level in the general work environment is moderate as in a standard business office.

**PHYSICAL DEMANDS:**

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

The person in this position must be able to

- spend the following amount of time in an activity:
  - constantly: talk or hear and use hands, fingers to handle or feel, or operate equipment or tools,
  - frequently: stand, walk, or sit for extended periods of time; climb, pull, push or balance, and
  - occasionally: stoop, kneel, crouch, or crawl; reach with hands and arms.
- carry or transport items:
  - frequently: up to 10 pounds, and
  - occasionally: between 11 and 50 pounds.
- have close vision (1- 20 inches) and have the ability to adjust focus.

**EDUCATION AND EXPERIENCE:**

Completion of four years of college preferred or two years of college and or technical school program in GIS, automated mapping, geography, computer science, database management, or related field, with three years of professional GIS or automated mapping experience; OR, any equivalent combination of training and experience which would provide the applicant with the desired skills, knowledge, and ability required to perform the job.

**LICENSES, CERTIFICATIONS & OTHER REQUIREMENTS:**

Employment at Benton County is contingent upon the results of a background check and eligibility for coverage by the County's liability insurance carrier. Depending upon the

position, background checks may include personal and professional references, social security verification, education and professional licensing verification, financial history, and criminal history.

Valid Washington State driver's license, if driving a vehicle for County business.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CENTRAL SERVICES FUND NUMBER 5020, DEPARTMENT NUMBER 000.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5188100	51047	GIS Supervisor	\$158,850	5188100	51047	GIS Analyst	\$147,468
				5188100	51491	Office Assistant I	\$8,671
				5188100	52103	Medical Insurance	\$2,711
<b>TOTAL</b>			<b>\$158,850</b>	<b>TOTAL</b>			<b>\$158,850</b>

**Explanation:**

2023 Reorganization of Central Services. The Reorganization is budget neutral. Request Position 1047 GIS Supervisor changes to GIS Analyst Grade 11 Courthouse Union; Position 1047 change is effective 2/1/2023. Request New Position 1491 Office Assistant I Grade 1 Courthouse union. Position 1491 is partially funded by Central Services Fund 5020 and partially funded by the General Fund 0010 Dept 131 GIS. New position 1491 is effective 2/1/2023.

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

# 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 131.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5188300	51149	GIS Technician II	\$114,882	5188300	51149	GIS Analyst	\$147,468
5188300	51238	GIS Technician II	\$114,882	5188300	51491	Office Assistant I	\$85,000
5188300	52103	Medical Insurance	\$2,704				
<b>TOTAL</b>			<b>\$232,468</b>	<b>TOTAL</b>			<b>\$232,468</b>

**Explanation:**

2023 Reorganization of GIS. The Reorganization is budget neutral. Request Position 1149 GIS Technician changes to GIS Analyst Grade 11 Courthouse Union; Position 1149 change is effective 2/1/2023. Request New Position 1491 Office Assistant I Grade 1 Courthouse union. Position 1491 is partially funded by Central Services Fund 5020 and partially funded by the General Fund 0010 Dept 131 GIS. New position 1491 is effective 2/1/2023. Position 1238 GIS Technician II ends effective 2/1/2023.

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member