

2018 PUBLIC SAFETY SALES TAX

BOARD OF COMMISSIONERS' ACTIONS

Date	Res. #	Title
January 30, 2018	Presentation	2015-2024 Financial Presentation
February 6, 2018	2018-115	Transfer of Funds within Public Safety Tax Fund, Department 115 (Non-Departmental) to Department 123 (Superior Court)
March 13, 2018	Presentation	Sheriff's Office Requesting Transfer of Funds within Public Safety Tax from Department 120 (Sheriff Custody) to Department 121 (Sheriff Patrol)
March 20, 2018	2018-209	Transfer of Funds within Public Safety Tax Fund, Department 117 (Prosecuting Attorney)
March 27, 2018	2018-225	Transfer of Funds within Public Safety Tax Fund, Department 122 (Metro Drug Task Force)
May 3, 2018	Presentations	Special Budget Workshop for New Budget Requests from Public Safety Tax
May 8, 2018	2018-323	Transfer of Funds within Public Safety Tax Fund from Department 120 (Sheriff Custody) to Department 121 (Sheriff Patrol)
May 22, 2018	2018-362	Transfer of Funds within Public Safety Tax Fund, Department 117 (Prosecuting Attorney)
June 26, 2018	2018-429	Transfer of Funds within Public Safety Tax Fund, Department 121 (Sheriff Patrol)
July 31, 2018	2018-520	Transfer of Funds within Public Safety Tax Fund, Department 106 (Clerk)
August 21, 2018	2018-566	Transfer of Funds within Public Safety Tax Fund, Department 122 (Metro Drug Task Force)
	2018-567	Transfer of Funds within Public Safety Tax Fund, Department 117 (Prosecuting Attorney)
September 11, 2018	2018-634	Transfer of Funds within Public Safety Tax Fund, Department 115 (Non-Departmental)
September 18, 2018	Presentation	Community Request Funding Recommendations
October 2, 2018	2018-697	Transfer of Funds within Public Safety Tax Fund, Department 121 (Sheriff Patrol)
	2018-698	Transfer of Funds within Public Safety Tax Fund, Department 112 (Mental Health Court)

October 16, 2018	2018-734	Personal Services Agreement w/ Boys & Girls Club for Kennewick Club Operating Costs & Equipment
	2018-735	Personal Services Agreement w/ Boys & Girls Club for Prosser Teen Program
	2018-736	Personal Services Agreement w/ Partners for Early Learning for Building Resilience Through Family Support Program
October 23, 2018	2018-759	Transfer of Funds within Public Safety Tax Fund, Department 117 (Prosecuting Attorney)
	2018-760	Personal Services Agreement w/ Communities in Schools of Benton-Franklin for All In For Kids Program
October 30, 2018	2018-785	Transfer of Funds within Public Safety Tax Fund, Department 136 (Office of Public Defense)
	2018-786	Expending Funds from the Public Safety Tax Fund to Convert Court Records from the Current Liberty Document Imaging System to OnBase
	2018-787	Transfer of Funds within Public Safety Tax Fund, Department 120 (Sheriff Custody)
	2018-788	Personal Services Agreement w/ Tri-Cities Chaplaincy (Chaplaincy Health Care) for Step Up Program
November 6, 2018	2018-805	Personal Services Agreement w/ Kiona-Benton City School District for Kiona-Benton Crime Prevention Program
	2018-806	Personal Services Agreement w/ Mirror Ministries for Human Trafficking Outreach & Intervention
November 20, 2018	2018-831	Personal Services Agreement w/ Forge Youth Mentoring for Forge Mentoring Tri-Cities Program
	2018-832	Transfer of Funds within Public Safety Tax Fund from Department 115 (Non-Departmental) to Department 122 (Metro Drug Task Force)
	2018-833	Transfer of Funds within Public Safety Tax Fund, Department 117 (Prosecuting Attorney)
	2018-834	Transfer of Funds within Public Safety Tax Fund, Department 135 (Public Safety Administration)
December 4, 2018	2018-895	Personal Services Agreement w/ Safe Harbor Crisis Nursery for My Friends Place Homeless Teen Shelter
	2018-896	Transfer of Funds within Public Safety Tax Fund, Department 171 (Juvenile Operations)
	2018-897	Transfer of Funds within Public Safety Tax Fund, Department 138 (Adult & Juvenile Drug Court)
December 18, 2018	2018-995	Transfer of Funds within Public Safety Tax Fund, Department 117 (Prosecuting Attorney)

December 18, 2018	2018-996	Transfer of Funds within Public Safety Tax Fund, Department 138 (Adult & Juvenile Drug Court)
	2018-997	Transfer of Funds within Public Safety Tax Fund, Department 171 (Juvenile Operations)
	2018-998	Transfer of Funds within Public Safety Tax Fund, Department 121 (Sheriff Patrol)
	2018-999	Transfer of Funds within Public Safety Tax Fund from Department 115 (Non-Departmental) to Department 136 (Office of Public Defense)
	2018-1000	Personal Services Agreement w/ Benton-Franklin Health District for Nurse Family Partnership Program
	2018-1028	Personal Services Agreement w/ Support, Advocacy, & Resource Center (SARC) for Engagement Specialist Position

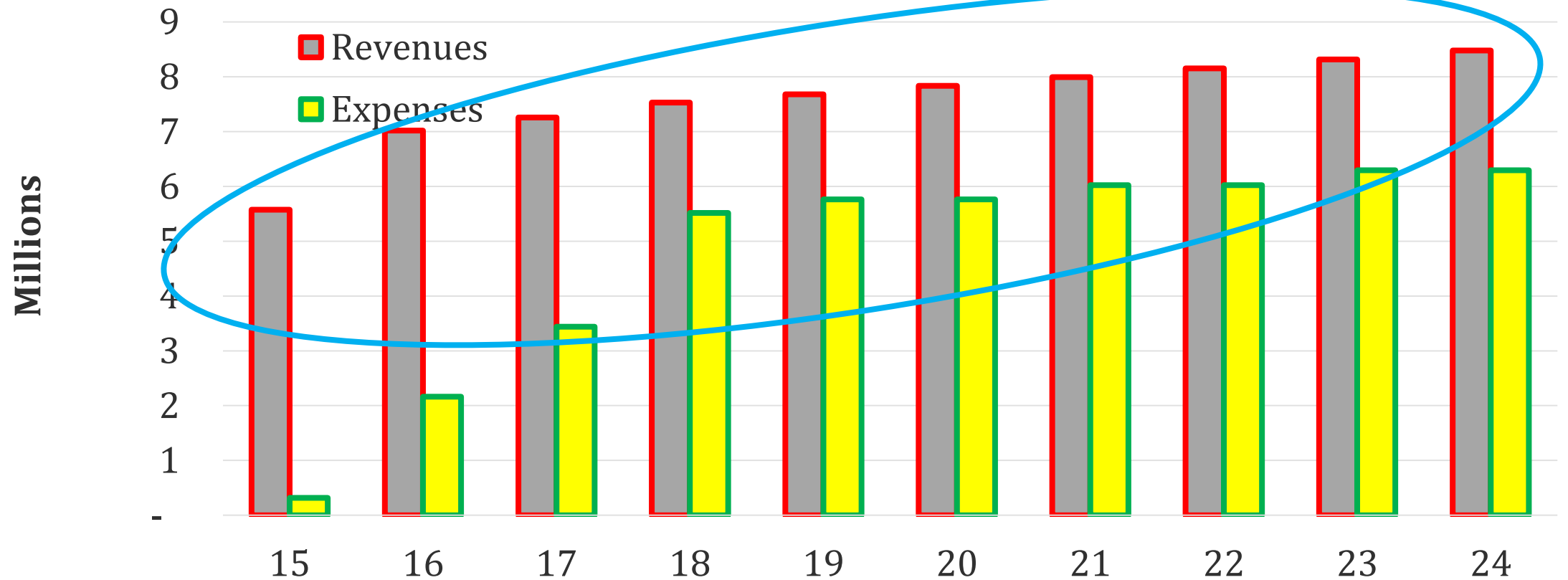
The background of the slide is a golden-yellow color with a repeating pattern of various currency symbols (dollar, euro, yen, pound) in a 3D, embossed style. The symbols are arranged in a dense, overlapping manner, creating a textured effect.

Benton County Public Safety Tax Financial Presentation

2015-2017 Actuals
2018 Budget
2019-2024 Forecast

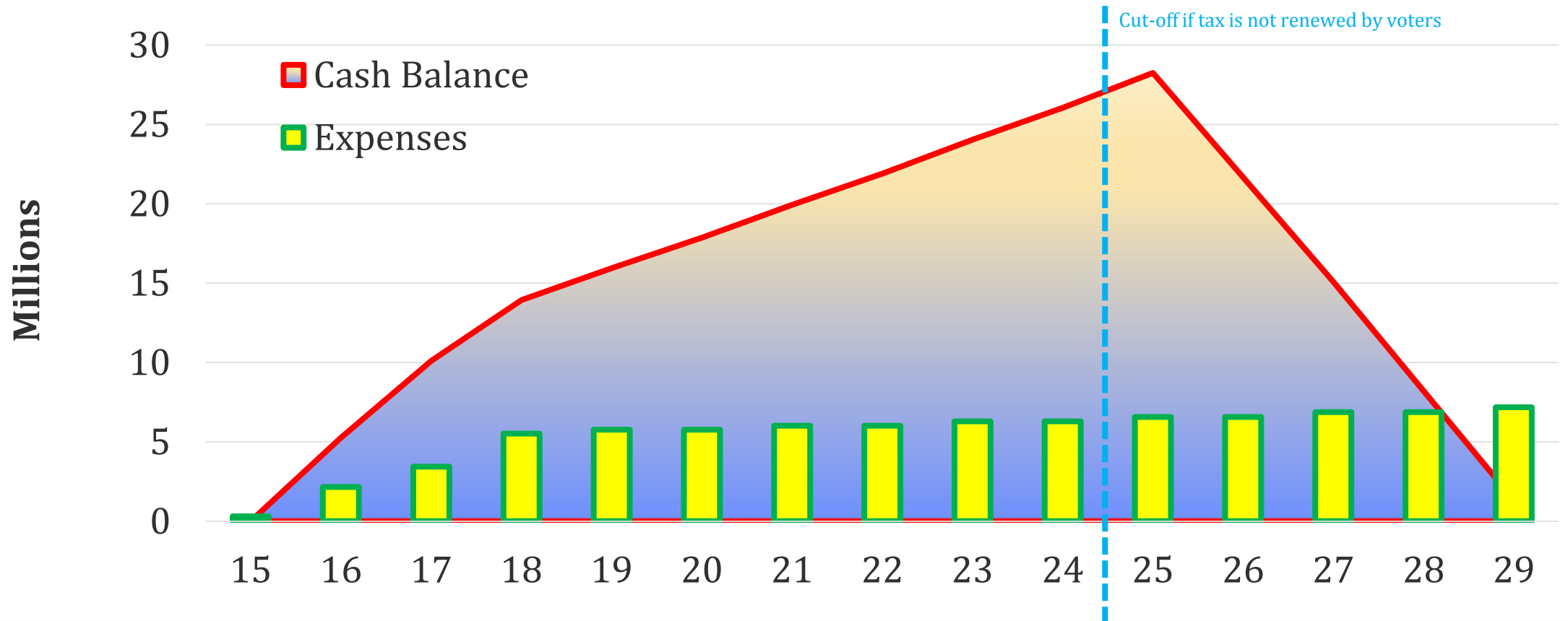
Revenue and Expense Growth

Revenue/Expense Actuals through 2017
and Budget/Forecast through 2024



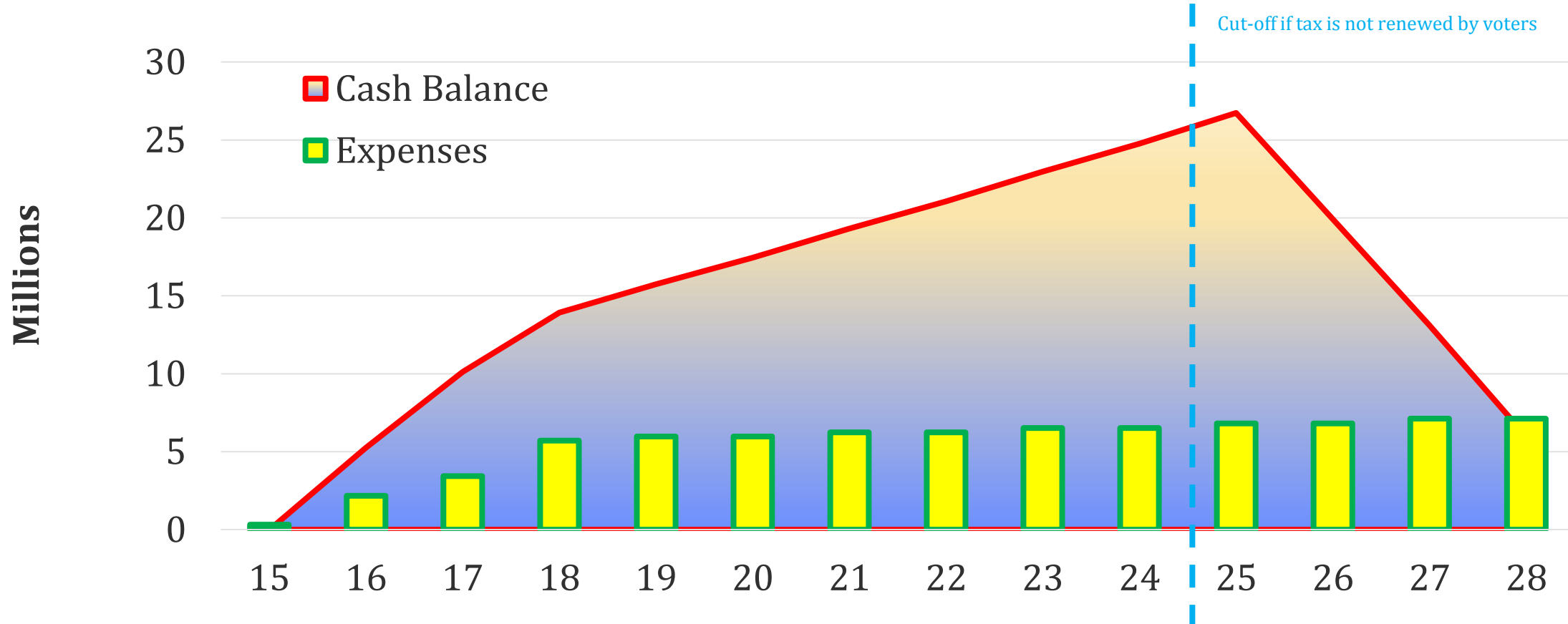
Cash Balance if... No New Programs, Services, FTEs, or Capital Purchases

**Cash Balance Actuals thru 2017
and Budget/Forecast thru 2029**



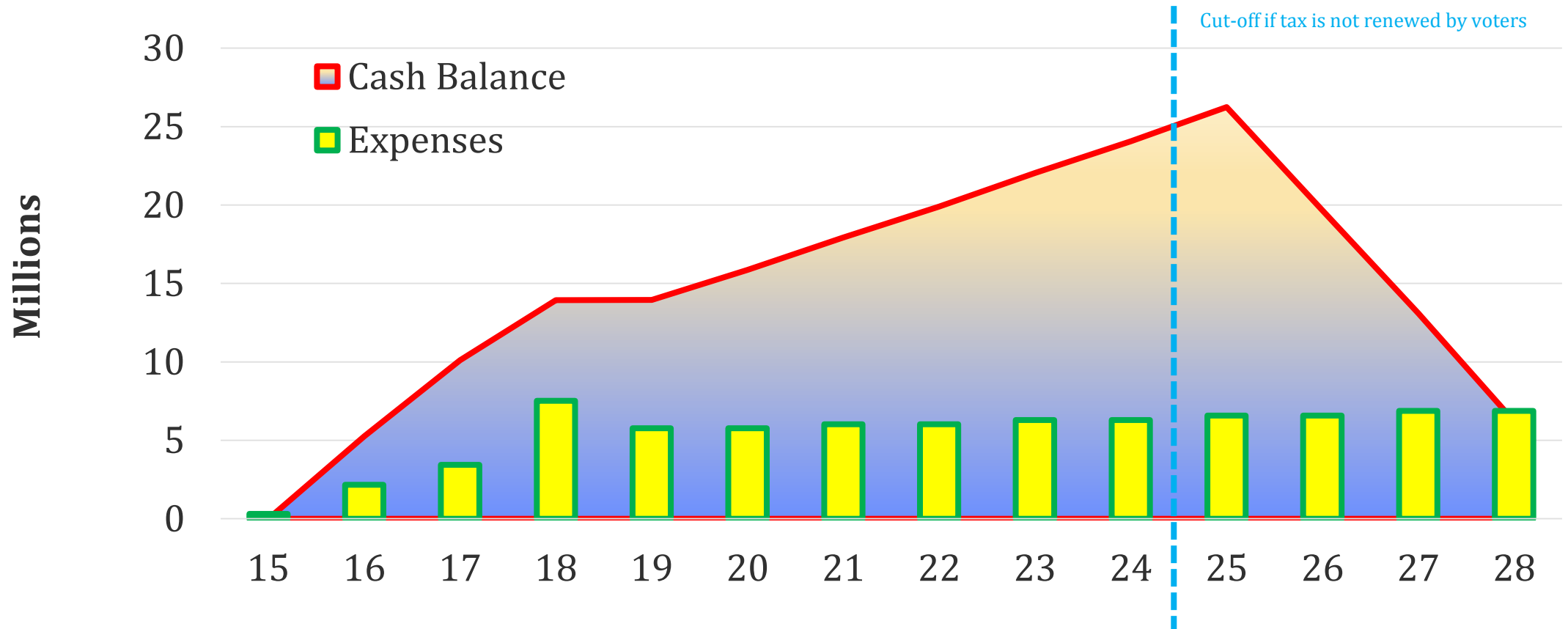
Cash Balance if... \$200k Additional Expenses Per Year

Cash Balance Actuals through 2017 and Budget/Forecast through 2028



Cash Balance if... \$2 Million One-Time Capital Purchase (2018)

Cash Balance Actuals through 2017 and Budget/Forecast through 2028



RESOLUTION

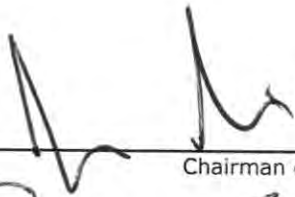
2018 115

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBERS 115 & 123

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

Dated this 6 day of Feb., 2018



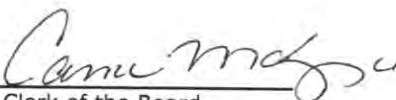
Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

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

cc: Dept., Auditor, File,

Prepared by:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115 & 123

TRANSFER TO: Dept 123

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
Non- Departmental - Dept: 115				512.210	1473	Judge	\$2,500
518.303	4102	Contract Services	\$41,318	512.210	1480	PT Court Commissioner	\$27,000
Superior Court - Dept: 123				512.210	2102	Social Security	\$1,700
512.210	4202		\$1,082	512.210	2103	Medical Insurance	\$7,300
				512.210	2104	Retirement	\$3,400
				512.210	4901	Association Dues	\$500
TOTAL			\$42,400	TOTAL			\$42,400

Explanation:

Transfer to cover increase in Judges & Court Commissioner Salaries that controlled by the State.

Prepared by:

Date:

Approved



Denied



Date: 2-6-2018

Chairman

Member



Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: <u>March 13, 2018</u> Subject: <u>PST Dept. 120 & Dept. 121 Line Item Transfer</u> Prepared by: <u>Cdr. Caughey & Lisa Small</u> Reviewed by: <u>J. Hatcher</u>	Execute Contract _____ Pass Resolution <u>X</u> Pass Ordinance _____ Pass Motion _____ Other _____		Consent Agenda _____ Public Hearing _____ 1st Discussion <u>X</u> 2nd Discussion _____ Other _____	

BACKGROUND INFORMATION/ SUMMARY

The Sheriff's Office is requesting to transfer funds from Public Safety Tax Dept. 120 to Dept. 121 for 1 ICAC Detective position, 1 Gang Detective position and a swing shift Detective/Community Liaison position.

The Internet Crimes Against Children Task Force Program (ICAC) helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children. This support encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education. The ICAC Program is also dedicated to training law enforcement officers and prosecutors, as well as educating parents and youth about the potential dangers of online activity.

By funding a detective to serve on the established regional ICAC taskforce, we will be collaborating with the Richland and Kennewick Police Departments to better protect the children in rural Benton County.

The second position requested will increase the capacity and effectiveness of the Benton County Gang Team. Since the Gang Team was formed in 2011 the complexity of crimes investigated by the Gang Team has dramatically increased. Nearly all investigations of criminal gang activity include the analysis of electronic data including computers and personal communication devices. This added investigative technique has yielded great success but has also extremely time consuming. With the addition of a Gang Unit Detective we will ease this burden and thus be able to continue to focus on areas that have also seen an increase such as graffiti and other crimes of public interest involving gangs.

Lastly, as stated above, the typical crime committed is becoming more and more complex. This complexity often requires detectives and deputies to search and conduct analysis on home and portable electronic devices of both suspects and victims. Additionally, there is an ever-increasing number of businesses and citizens with video surveillance equipment that requires analysis for the successful identification and prosecution of criminal behavior. With the approval for funding the Sheriff's Office will be assigning a detective to work a modified shift to ensure that patrol deputies, who are not uniquely qualified to collect and analyze electronic evidence, have this specialized skillset available to respond and investigate complex crimes in a timely manner. This Detective will also serve as a liaison between the Detectives Division and Gang Team to ensure that regardless of when or where the crimes occur, the proper resources are deployed to guarantee the best possible result for victims in Benton County.

Funding for the ICAC Detective Position, a Gang Team Detective and a swing shift Detective/Community Liaison Officer is requested by transferring wages and benefits from Public Safety Tax Dept. 120 to Dept. 121. The reallocation of funds involved removing funding from 2 Inmate Processing Specialist and 3 Custody Officer positions in Department 120. The reallocations are budget neutral.

A new base sub for the ICAC Detective (521.2xx- to be assigned) is requested to separate expenses unique to the ICAC program such as the additional training/travel, overtime, and licensing requirements (similar to the Registered Sex Offender sub base 521.242 in Current Expense Dept. 121).

SUMMARY

Transfer funds from Public Safety Tax Dept. 120 to Dept. 121 for an ICAC Detective position, a Gang Detective position, and a Detective/Community Liaison position.

RECOMMENDATION

Approve the Resolution authorizing the line item transfer.

FISCAL IMPACT

None. The line item transfer re-appropriates funds budgeted for 2017/2018.

MOTION

Approve the Resolution authorizing the line item transfer to transfer funds from Public Safety Tax Dept. 120 to Dept. 121 for an ICAC Detective position, a Gang Detective position, and a Detective/Community Liaison position.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND 0148101 SHERIFF CUSTODY DEPT 120 TO
SHERIFF PATROL DEPT 121

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

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody & Sheriff Patrol

Dept Nbr: 120 & 121

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: 0148101 Dept 120 Sheriff Custody

TRANSFER TO: 0148101 Dept 121 Sheriff Patrol

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
From	Dept 120	Sheriff Custody		To	Dept 121	Sheriff Patrol	
523.620	1547	Inmate Processing Spec	\$ 78,552	521.2XX (new)	1xxx	Detective - to be assigned	\$ 71,951
523.620	1548	Inmate Processing Spec	\$ 78,552	521.2XX (new)	1925	Overtime	\$ 12,500
523.620	1822	Custody Officer	\$ 99,624	521.2XX (new)	1935	Holiday	\$ 2,657
523.620	1826	Custody Officer	\$ 99,624	521.2XX (new)	2102	Social Security	\$ 6,664
523.620	1827	Custody Officer	\$ 99,624	521.2XX (new)	2103	Medical Insurance	\$ 10,890
523.620	1925	Overtime	\$ 15,309	521.2XX (new)	2104	Retirement	\$ 7,779
523.620	1935	Holiday	\$ 38,437	521.2XX (new)	2105	Uniforms	\$ 12,813
523.620	2102	Social Security	\$ 47,068	521.2XX (new)	3501	Minor Equip Small Tools	\$ 11,000
523.620	2103	Medical Insurance	\$ 46,509	521.2XX (new)	4301	Travel	\$ 15,000
				521.2XX (new)	4905	Training	\$ 8,333
				521.2XX (new)	4908	Licenses & Special Fees	\$ 10,000
				521.210	1xxx	Detective - to be assigned	\$ 71,951
				521.210	1xxx	Detective - to be assigned	\$ 71,951
				521.210	1925	Overtime	\$ 4,500
				521.210	1935	Holiday	\$ 5,314
				521.210	2102	Social Security	\$ 11,760
				521.210	2103	Medical Insurance	\$ 21,780
				521.210	2104	Retirement	\$ 13,727
				521.210	2105	Uniforms	\$ 25,626
				521.210	2106	Uniform Laundry	\$ 693
				521.210	3101	Supplies	\$ 1,401
				521.210	3106	Operating Supplies	\$ 3,000
				521.210	3113	Training Supplies	\$ 639
				521.210	3126	Ammunition	\$ 3,000
				521.210	3201	Vehicle Fuel	\$ 32,370
				521.210	3501	Minor Equipment Small Tools	\$ 21,600
				521.210	4103	Professional Services	\$ 1,920
				521.210	4114	Pre-Employment Exams	\$ 4,500
				521.210	4301	Travel	\$ 1,400
				521.210	4905	Training	\$ 8,800
				521.210	4906	Print Bindery	\$ 750
				594.210	6410	Capital Outlay Vehicles	\$ 127,030
TOTAL			\$603,299	TOTAL			\$603,299

Explanation:

To appropriate funding in Public Safety Tax Fund, Dept 121 Sheriff Patrol for an ICAC Detective, a Gang Detective & a Detective/Community Liaison position. Funding transferring from Public Safety Tax Fund, Dept 120 Sheriff Custody from 2 Inmate Processing Specialist and 3 Custody Officer Positions. A new base sub for the ICAC detective is requested to separate expenses unique to the ICAC program.

Prepared by: Lisa Small

Date: 13-Mar-2018

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

2018 269

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

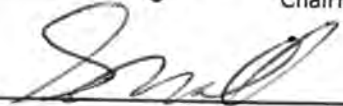
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 117

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

Dated this 20 day of March, 2018



Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

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

cc: Dept., Auditor, File,

Prepared by:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Prosecuting Attorney

Dept Nbr: 117

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300	3501	Minor equip & small tools	\$70	515.300	3508	Computer replacement	\$70
515.701	1684	Legal Sec II	\$126	515.701	1686	Legal Sec II	\$126
TOTAL			\$196	TOTAL			\$196

Explanation: The first transfer is needed to cover the cost of the computer purchased for the new Legal Sec VII position which was approved in Decer 2017. The second transfer is needed to clean up a negative balance.

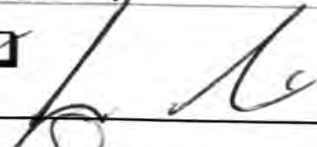
Ginny Baddley

Date: 12-Mar-2018

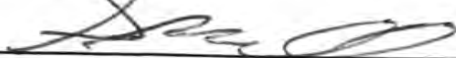
Approved

Denied

Date: 3-20-2018



Chairman



Member



Member

RESOLUTION

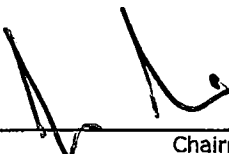
2018 225

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

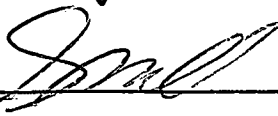
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 122.

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

Dated this 27 day of March, 2018



Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

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

cc: Dept., Auditor, File, L. Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Metro Drug Task Force

Dept Nbr: 122

Fund Name: Public Safety Tax Fund

Fund Nbr: 0148101

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
521.210	1531	Detective	\$80,000	521.210	5167	City of Kennewick	\$80,000
TOTAL			\$80,000	TOTAL			\$80,000

Explanation:

Transfer funds within Public Safety Tax Fund 0148101 for City of Kennewick/Metro Interlocal Amendment 1 as discussed at the March 20, 2018 Board of Commissioner's meeting. Resolution 2018-218

Prepared by: Linda Ivey

Date: 20-Mar-2018

Approved

Denied

Date: 3-27-2018



Chairman



Member



Member

RESOLUTION

2018 323

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND 0148101 SHERIFF CUSTODY DEPT 120 TO
SHERIFF PATROL DEPT 121

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

Dated this 8 day of May, 2018

JEROME DELVIN - ABSENT

Chairman of the Board



Member



Member

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

Attest:


Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody & Sheriff Patrol

Dept Nbr: 120 & 121

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: 0148101 Dept 120 Sheriff Custody

TRANSFER TO: 0148101 Dept 121 Sheriff Patrol

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
From	Dept 120	Sheriff Custody		To	Dept 121	Sheriff Patrol	
523.620	1547	Inmate Processing Spec	\$ 78,552	521.2XX (new)	1xxx	Detective - to be assigned	\$ 58,941
523.620	1548	Inmate Processing Spec	\$ 78,552	521.2XX (new)	1925	Overtime	\$ 8,750
523.620	1822	Custody Officer	\$ 99,624	521.2XX (new)	1935	Holiday	\$ 2,325
523.620	1826	Custody Officer	\$ 99,624	521.2XX (new)	2102	Social Security	\$ 4,509
523.620	1827	Custody Officer	\$ 99,624	521.2XX (new)	2103	Medical Insurance	\$ 7,620
523.620	1925	Overtime	\$ 10,406	521.2XX (new)	2104	Retirement	\$ 5,263
523.620	1935	Holiday	\$ 7,400	521.2XX (new)	2105	Uniforms	\$ 12,813
523.620	2102	Social Security	\$ 15,000	521.2XX (new)	2106	Uniform Laundry	\$ 231
523.620	2103	Medical Insurance	\$ 49,590	521.2XX (new)	3501	Minor Equip Small Tools	\$ 17,901
				521.2XX (new)	4301	Travel	\$ 13,000
				521.2XX (new)	4905	Training	\$ 500
				521.2XX (new)	4908	Licenses & Special Fees	\$ 10,000
				521.210	1xxx	Detective - to be assigned	\$ 54,941
				521.210	1xxx	Detective - to be assigned	\$ 54,941
				521.210	1925	Overtime	\$ 3,150
				521.210	1935	Holiday	\$ 4,650
				521.210	2102	Social Security	\$ 8,406
				521.210	2103	Medical Insurance	\$ 15,240
				521.210	2104	Retirement	\$ 9,812
				521.210	2105	Uniforms	\$ 25,626
				521.210	2106	Uniform Laundry	\$ 462
				521.210	3101	Supplies	\$ 1,401
				521.210	3106	Operating Supplies	\$ 3,000
				521.210	3113	Training Supplies	\$ 639
				521.210	3126	Ammunition	\$ 3,000
				521.210	3201	Vehicle Fuel	\$ 32,370
				521.210	3501	Minor Equipment Small Tools	\$ 16,387
				521.210	3501	Computer Replacement	\$ 3,313
				521.210	4103	Professional Services	\$ 6,920
				521.210	4114	Pre-Employment Exams	\$ 4,500
				521.210	4202	Telephone	\$ 1,470
				521.210	4301	Travel	\$ 19,777
				521.210	4905	Training	\$ 7,725
				521.210	4906	Print Bindery	\$ 750
				594.210	6410	Capital Outlay Vehicles	\$ 118,039
TOTAL			\$538,372	TOTAL			\$538,372

Explanation:

To appropriate funding in Public Safety Tax Fund, Dept 121 Sheriff Patrol for an ICAC Detective, a Gang Detective & a Swing Shift Investigator position. Funding transferring from Public Safety Tax Fund, Dept 120 Sheriff Custody from 2 Inmate Processing Specialist and 3 Custody Officer Positions, plus benefits. A new base sub for the ICAC detective is requested to separate expenses unique to the ICAC program.

Prepared by: Cdr. Steve Caughey

Date: 08-May-2018

Approved [Signature] Denied

Date: 5-8-2018

Chairman

[Signature]
Member

JEROME DELVIN - ABSENT

RESOLUTION

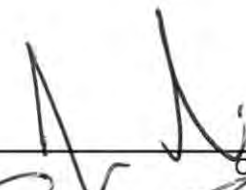
2018 362

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PST
FUND NUMBER 0148101, DEPARTMENT NUMBER 117

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

Dated this 22 day of May, 2018



Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

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

cc: Dept., Auditor, File,

Prepared by:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 117

TRANSFER TO: Dept 117

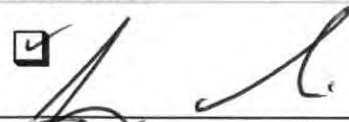
BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300	1365	Deputy Prosecuting Attorney	\$12,000	515.300	1905	Temporary Help	\$12,000
TOTAL			\$12,000	TOTAL			\$12,000

Explanation: We are requesting to transfer a portion of the unused funds in this line to replenish Temporary Help which is necessary in order to assist with increased workload.

Prepared by:

Date:

Approved



Denied

Date: 5-22-2018

Chairman

Member



Member

RESOLUTION


2018 429

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

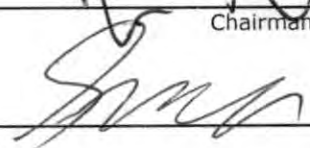
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND 0148101 SHERIFF PATROL DEPT 121

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

Dated this 26 day of June, 2018



Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

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

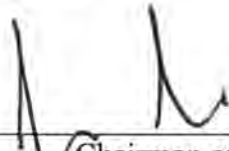
RESOLUTION **2018 520**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND, CLERK BUDGET, FUND NUMBER 0148101
DEPARTMENT 106

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A" attached hereto for the 2017-2018 budget.

Dated this 31 day of July, 2018



Chairman of the Board




Member



Member

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

Attest: 
Clerk of the Board

cc: Clerk, Auditor, file

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.300	4103	Professional Services	\$56,400	512.300	1912	Indigent Financial Screener	\$16,500
				512.300	1914	Indigent Financial Screener	\$16,500
				512.300	2102	Social Security	\$2,600
				512.300	2103	Medical Insurance	\$12,000
				512.300	2104	Retirement	\$4,200
				512.300	3508	Computer Replacement	\$3,800
				512.300	9305	New Computer Hardware	\$800
TOTAL			\$56,400	TOTAL			\$56,400

Explanation:

I need to transfer funds from professional services so that I may hire my other allotted LPA III position. I did not request funds due to the fact that I was waiting for the Superior Court to begin a new exparte docket. This requires a clerk present in the courtroom at all times during the docket. The funds in professional services was placed there to fund 2 financial screeners that I have not hired as of yet. We are still working on putting together that pilot project.

Prepared by:

Date:

Approved



Chairman

Denied

Date: 7/31/2018

7/31/2018



Member



Member

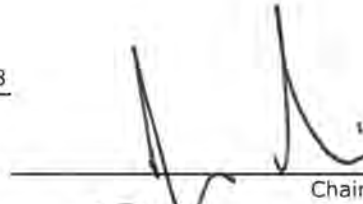
RESOLUTION 2018 566

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

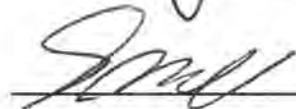
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY FUND NUMBER 0148-101, DEPARTMENT NUMBER 122.

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

Dated this 21 day of Aug., 2018



Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

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

cc: Auditor, M Flores

Flores

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Metro Drug Task Force

Dept Nbr: 122

Fund Name: Public Safety

Fund Nbr: 0148-101

TRANSFER FR 148

TRANSFER TC 148

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	1531	Detective	\$9,271	521.210	5167	City of Kennewick	\$9,271
TOTAL			\$9,271	TOTAL			\$9,271

Explanation:

Transfer needed to pay 1st Quarter of 2018/2019 Metro Contribution.

Prepared by: Marilu Flores

Date: 10-Aug-2018

Approved



Denied



Date: 8/21/2018


Chairman


Member


Member

RESOLUTION

2018 567

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PST FUND NUMBER 0148101, DEPARTMENT NUMBER 117

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

Dated this 21 day of Aug., 2018



Chairman of the Board



Member



Member

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

Attest: 

Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 117

TRANSFER TO: Dept 117

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300	1365	Treatment Deputy Prosecuting Atty	\$25,000	515.300	1905	Temporary Help	\$25,000
TOTAL			\$25,000	TOTAL			\$25,000

Explanation:

Line item transfer is needed to replenish Temporary Help.

Prepared by:

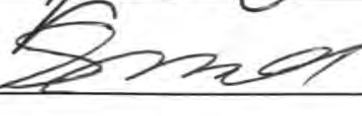
Date:


Approved

Denied

Date: 8/21/2018


Chairman


Member


Member

RESOLUTION

2018 634

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148-101, DEPARTMENT NUMBER 115.

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

Dated this 11 day of Sept., 2018

JEROME DELVIN - ABSENT

Chairman of the Board



Member



Member

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

Attest:


Clerk of the Board

cc: Information Technology, Auditor, File,

Prepared by: Teri Holmes

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental

Dept Nbr: 115

Fund Name: Public Safety Tax Fund

Fund Nbr: 0148-101

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
518.303	4102	Contract Services	\$394,932	515.300	3503	Computer Software	\$75,912
				515.300	3508	Computer Replacement	\$3,534
				515.300	4103	Professional Services	\$280,000
				594.150	6408	Computer Replacement	\$35,486
TOTAL			\$394,932	TOTAL			\$394,932

Explanation:

Purchases related to Resolutions 2018-526 and 2018-551. PO ITD-180809T2-Journal Technology \$347,332 PO ITD-180828T2 & T3 Dell Servers \$27,072.69 ITD-180828T4 \$8962.02 Load Balancer from Compunet has not been ordered, the \$8,412 has been included in 6408 line item. The Microsoft Server and SQL Licenses (\$7,900 +tx) has not been ordered from our M/S reseller, amount is included in line item 3503

Prepared by: Teri Holmes

Date: 31-Aug-2018

Approved

Denied


Date: 9-11-2018

JEROME DELVIN - ABSENT

Chairman



Member



Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: September 18, 2018 Subject: Public Safety Sales Tax Update: Community Request Funding Recommendations Prepared by: Shyanne Faulconer Reviewed by: Loretta Smith Kely	Execute Contract Pass Resolution Pass Ordinance Pass Motion X None	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

SUMMARY

On May 3, 2018, various representatives from community organizations throughout Benton County presented to the Board of Commissioners their requests for funding through the Benton County Public Safety Sales Tax (PSST). After thorough review by Commissioners staff and legal advice from the Prosecuting Attorney’s office, the following programs are being recommended for funding through the PSST for 2019-2020:

ORGANIZATION – PROGRAM	
Partners for Early Learning – Building Resilience Through Family Support Program	\$ 133,814
Boys & Girls Clubs of Benton & Franklin Counties – Prosser Teen Program	150,000
Boys & Girls Clubs of Benton & Franklin Counties – Kennewick Clubhouse One-Time Equipment*	100,000
Boys & Girls Clubs of Benton & Franklin Counties – Kennewick Clubhouse Operations	400,000
Benton-Franklin Health District – Nurse Family Partnership Program**	609,338
Chaplaincy Healthcare – Step Up Program	79,340
Christian Association of Youth Mentoring – FORGE Tri-Cities Mentoring Program ***	90,000
Communities in Schools of Benton Franklin – All in For Kids	236,000
Kiona-Benton City School District – Crime Prevention Program	88,888
Mirror Ministries – Human Trafficking Outreach & Intervention	130,000
Safe Harbor – My Friends Place Homeless Teen Shelter ****	400,000
TOTAL	\$ 2,417,380

- * The request was originally only for \$100,000 but was misunderstood by staff when preparing the summary for May 3 presentations
- ** The original request included a line item for “indirect costs” which was a 35% administrative fee – staff is recommending a 5% admin fee (the fee that Benton County charges)
- *** This request is being recommended for \$90,000 because the original request was only for 1.5 years and has since been adjusted to 2 years for consistency throughout requests
- **** The \$132,000 not being recommended was for a mortgage payoff request that is not allowable under the ballot title

RECOMMENDATION

Direct staff to begin contracting with the organizations listed above for the amounts recommended, with contracts to begin January 1, 2019.

FISCAL IMPACT

\$2,417,380 from Benton County Public Safety Sales Tax, Non-Departmental

MOTION

I move to approve the funding recommendation as presented by staff, and hereby direct staff to begin drafting contracts with each organization, to be approved by the Board on consent agenda at a later date, and with contracts to begin January 1, 2019.



Public Safety Sales Tax: Community Requests

2019-2020 Staff Recommendations for Funding

DESCRIPTION	2017-2018 FUNDING	2019-2020 REQUESTS	RECOMMENDED
Partners for Early Learning Building Resilience Through Family Support	\$ 78,273	\$ 138,014	\$ 133,814
Boys & Girls Club Prosser Teen Program	180,000	150,000	150,000
Boys & Girls Club Kennewick Clubhouse One-Time Equipment	-	200,000	*100,000
Boys & Girls Club Kennewick Clubhouse Operations	-	400,000	400,000
Benton-Franklin Health District Nurse Family Partnership Program	625,305	782,622	**609,338
Chaplaincy Health Care Step Up Program	30,000	84,068	79,340
Christian Association of Youth Mentoring	-	70,000	***90,000
Communities in Schools of Benton Franklin All in for Kids	-	236,000	236,000
Kiona-Benton City School District Crime Prevention Program	77,810	88,888	88,888
Mirror Ministries Human Trafficking Outreach & Intervention	66,000	130,000	130,000
My Friends Place Homeless Teen Shelter	103,020	532,000	****400,000
TOTAL	\$ 1,160,407	\$ 2,811,592	\$ 2,417,380

* The request was originally only for \$100,000 but was misunderstood by staff when preparing the summary for May 3 presentations

** The original request included a line item for "indirect costs" which was a 35% administrative fee – staff is recommending a 5% admin fee (the fee that Benton County charges)

*** This request is being recommended for \$90,000 because the original request was only for 1.5 years and has since been adjusted to 2 years for consistency throughout requests

**** The \$132,000 not being recommended was for a mortgage payoff request that is not allowable under the ballot title

Building Resilience Through Family Support

Proposal for 2019-2020 Biennium

Contractor: Partners for Early Learning



Phyllis Ferguson, PFEL President

Karen Weakley, Project Lead and PFEL Vice President

Executive summary of program:

- Partners for Early Learning (PFEL) will continue to provide home visitor support to high risk families with young children, ages birth-5, in high poverty areas within Benton County, primarily within the Richland School District. This prevention project will utilize research-based principles of effective parent education and support. It is designed to build resilience within the family, mitigate toxic stress, promote school readiness, and connect families to much needed resources; thus decreasing gang involvement and future crime and incarceration.

Mission of Partners for Early Learning:

- The mission of Partners for Early Learning is to ensure all children come to school with the skills and resources they need to succeed. This focus on school readiness is comprehensive, with support and interventions offered to both early care education providers and parents of young children. Our success providing professional development to early care and education providers from a variety of programs and settings, has been well documented over the past years. In partnership with Richland and Pasco School Districts, we have expanded to serve early care and education providers in both Spanish and English.
- The need to reach families of young children directly has encouraged us to broaden our scope of service delivery to include intensive parent support. To that end, we launched the Building Resilience Through Family Support project in January of 2017 in partnership with Benton County and other community agencies. We believe that parents are the first teachers of their children. However, in order to become the best teachers, they need specific, individualized support responsive to their needs. For high-risk families, such as those identified by this project, intervention must be intensive and specific. As an integral part of this intervention, parents will build connections to existing community services.

Purpose and need for the program:

- Demographics in the Richland School District have been changing drastically in the last 10 years. The poverty rate is growing faster than the enrollment rate and the number of kindergarten students coming to school ready to learn is decreasing. Secondary schools are seeing a drastic increase in students suffering from significant mental health issues. These issues often have their foundation in early childhood and strengthening parenting skills has been shown to positively impact student success and decrease antisocial behaviors and incarceration.
- PFEL has had a successful partnership with the Richland School District since its inception. In response to changing demographics, Richland School District has intentionally created access to the most high risk families through many community partnerships. These partnerships have illuminated the necessity of reaching at risk families early, establishing relationships, connecting them to community services, and providing ongoing training, parent education, and support. Since its' inception, the Building Resilience Through Family Support project has connected

successfully with 23 families in two high poverty attendance areas in Richland. We have helped families establish more positive interactions with their children, and strengthened the connection with the neighborhood school through a partnership with the principals, counselors, and Communities In Schools. We believe this intervention has reduced stress in the home, which is a major contributor to gang affiliation and criminal activity as children grow toward adulthood.

- According to research published by the organization "Fight Crime: Invest in Kids", quality early care and education programs are highly effective crime prevention tools as they cut crime and put children on the path to productive and healthy lives. Recognizing parents are their child's first teacher, this program provided individualized home visits to ensure the parents' ability to support their child's physical, social, emotional, and academic success. The focus of this support is to build resilience within the child and parent; modeling and supporting positive interactions between parent and child, increasing the child's school readiness skills, and connecting families with on-going social supports that will assist them in forming healthier attachments with their children. Research has shown that a home visiting approach powerfully impacts the lives of young children and their families. These types of home visiting programs are limited in Benton County and almost exclusively have stringent enrollment guidelines, disqualifying many families. With funding from Benton County Gang and Crime Prevention Initiative, the Building Resilience Through Family Support program will continue to deliver parent education and support to high risk families identified by our many Richland partners.

Community Need:

- Families served by the Richland School District have shown a significant increase in poverty level for the past several years. Children are experiencing higher levels of food insecurity, inadequate housing, and parental stress. Research tells us that early intervention into the lives of high risk families has a significant return on investment. Enhancing parents' ability to foster resilience in their children positively impacts the child's ability to learn and function successfully in the community.

Current Program Description:

- A contracted Home Visitor currently serves 14-16 families, visiting each family at least 3 times per month for about an hour each visit. Families may remain in the program as long as they have at least one child in the Birth-5 age range and live within Benton County. As families leave the program because of a move, family situation, or aging out, other families are referred in partnership with the school and the Communities In Schools liaison. These schools have reported a positive relationship with the PFEL home visitor project, and continue to refer families for this program.
- The focus of the home visit is to model positive interactions between parent and child as the child completes some simple learning activities. These activities are part of the READY! for Kindergarten program widely used as a school readiness tool. Since toys are tools for young children's learning, United Way has provided supplemental funding to ensure all participating families have toys and games for their children that strengthen the family by learning cooperation, sharing and turn-taking. This has been especially helpful in supporting the integration of the school age siblings in a positive way.

- Strategies for managing children’s behavior are gleaned from the Love and Logic curriculum, and discussed individually with families based on their own child’s needs. Children receive a developmental screener twice yearly; one tool focusing on general child development, and the second focusing on social/emotional development. Referrals are made to appropriate community programs as needed. Literacy is a huge emphasis, and parents report increased book reading to their children. Books have been provided by the Mid-Columbia Reading Foundation, PFEL, and United Way. A survey tool assessing parental skills/attitudes was administered after 6 months in the program, and after one year in program. The tool used, Survey of Parenting Practices (U of Idaho, 2001) was designed as a reflective tool, so there was no pre-test of parent skills. Evaluation results showed an overall increase in parenting skills on critical measures of parent success.

Lessons Learned and Proposed Direction:

- Overall the project has been successful. Families have been consistent in their participation and parents report a high level of satisfaction with the home visitor and her services. The READY! for Kindergarten program, designed as an in-class workshop for parents 3 times per year, did not lend itself easily to a home visit model. The home visitor had to create a great deal of learning content and supplementary materials were purchased to meet family needs. A new curriculum will be adopted to provide activities for parents to share with their children. A parenting curriculum will be implemented more systematically to ensure parents gain key strategies from the material.
- Organizationally, PFEL would like to expand the project to serve 32 families. This would require contracting with a second home visitor and a part-time Program Coordinator. This Coordinator would be responsible for recruitment of families, curriculum coordination, program oversight, data collection, and support skills development with home visitors. This would ensure program consistency for all families.
- The Program Coordinator will work more closely with the school district and Communities In Schools referrals to ensure that the selected families are truly able to participate in the learning. During the current project, several families in crisis mode were enrolled but unable to participate because of family disruption. When families are in constant crisis, this parent support approach is not as effective as when parents are more stable.
- PFEL will be planning additional socialization experiences in the form of monthly “play groups” for participating families. These socialization groups will meet at Richland School District’s Early Learning Center. This will get families more comfortable with the school setting and hopefully build relationships between parents over time.
- Measurables will remain similar, tracking parent skills, amount of time spent in child and parent curriculum, parent’s reading to children, and developmental screenings completed to ensure children are referred to educational and community services as needed. The same emphasis on reading to children and the same parent skills assessment will be used. Our current measurables form is attached for reference.
- In order to better align this program to the school calendar, PFEL would like to propose that the new model with 32 families begins on August 15, 2018 and ends in June, covering the regular school year period. This would maximize parent involvement and facilitate better collaboration with our district partner. This expanded model serving 32 families from August-December 2018

would cost around \$33,500, using funding from the current contract to hire personnel and purchase new curriculum.

Continuing Partnership:

- Richland School District - RSD staff will ensure that high risk families are located and referred in the target school areas: Jefferson, Marcus Whitman and 2 other high risk elementary schools. (Note: It would be highly desirable to serve families within the Kennewick School District with the expansion. Conversations will begin to see if principals/Communities In Schools liaisons in Kennewick would be interested in this partnership)
- Communities In Schools- Site Coordinators from the target schools will assist in locating families and coordinating services for these families who have older children enrolled in the target schools
- Mid-Columbia Reading Foundation-Children's books will be provided to each family to build literacy and support a positive parent-child relationship.

Our monthly reports indicate a successful program design serving high-risk families. The partnerships with Richland School District and Communities In Schools has provided valuable support for families with young children. Our focus on parent education helps families build strong foundations and affords them a resource to reach out to in times of stress as they raise their children. This investment in our youngest children will help to ensure greater success and less involvement with the criminal justice system.

Partners for Early Learning Building Resilience Through Family Support Budget 2019-2020 Biennium

Direct Expenses	Requested from Benton county	Total Cost of Program-Yr 1 & 2	Other funding sources including in-kind support	Notes
Personnel				
Two Home Visitors	94,464	94,464		2 home visitors paid at rate of \$18 per hour for maximum of 1312 hours per program year (August-June)
Program Coordinator	29,120	29,120		One coordinator paid at rate of \$26 per hour for a maximum of 560 hours per program year (August-June)
Portable Background Checks	180	180		Background check @ \$60 per individual x 3
Child Abuse Prevention Training	250	250		One time cost
Administrative Assistant	3,000	6,000	3,000	Hourly admin cost for data management. PFEL pays 50%
Materials and Supplies				
Children's Curriculum	2,000	2,496	496	Approx. 20% funded by United Way and Regional Early Learning Coalition funds
Parenting Curriculum	0	1,200	1,200	Parenting Counts materials donated from publisher
Consumables for home visits	4,400	6,400	2,000	Additional funding from United Way and PFEL
Books for Children	0	2,600	2,600	Books donated by Mid-Columbia Reading Foundation
Backpacks for Children	0	6,400	6,400	Backpacks for approx. 64 children @\$100 each-PFEL funding
Parent Assessment Tools	400	400		Parent Assessment tool
Socialization Space		1,800	1,800	Donated space from Richland School District
Socialization Supplies	0	5,760	5,760	PFEL funding
Team meeting space	0	6,000	6,000	Donated space from Richland School District
Photocopying	0	4,000	4,000	In-kind donation from Richland School District and PFEL funds
Liability Insurance	0	2,686	2,686	PFEL funding
	133,814	169,756	35,942	Amount requested from Benton County is approximately 79% of total program cost

Progress Reporting & Measures 2019-2020

Partners for Early Learning
330 Oahu Street
Richland, WA 99352

PROJECT SUMMARY		
REPORT DATE	PROJECT NAME	PREPARED BY
	Building Resilience Through Family Support	

STATUS SUMMARY
.

MEASURABLES	PROGRESS TO DATE
Number of home visits completed per month (max. of 3 per enrolled family)	
Amount of time, per visit, parent and child are engaged with developmental activities.	
Amount of time, per visit, parent is engaged with parent education information.	
Number of families completing developmental screenings for their child using the Ages & Stages tool to better understand child development expectations.	
Number of families completing the Ages & Stages SE (Social Emotional) to indicate areas of potential developmental need.	
Number of minutes per day that parents read to their young children as documented on a reading log. (target minimum 20 minutes)	
Number of families referred to community services by type (basic needs, health, mental health, education)	
Number of parents self-reporting increased feelings of competence in limit setting with children after 6 months of enrollment.	
Number of parents self-reporting increased understanding of child development after 6 months of enrollment.	
Number of parents self-reporting increase in affirmations to their child after 6 months of enrollment.	

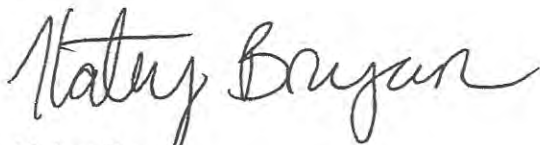
April 20, 2018

To Benton County Grant Committee:

I am writing in support of Partners for Early Learning grant request to continue their family home visitor program. Richland School District has been in full support of the work being done with our families and would love to expand this work into more schools. We have many principals interested in working with Partners for Early Learning.

As the Assistant Director of Early Learning for the district, I have seen firsthand the impact the home visiting program has had on our families and students. We are excited to continue our work with Partners for Early Learning for many years in the future.

Thank you,

A handwritten signature in cursive script that reads "Katey Bryan".

Katey Bryan
Assistant Director of Early Learning



**BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES**



GREAT FUTURES START HERE.

Changing **Futures** Through **Impactful** Programs **Prosser Teen Program**

ORGANIZATIONAL BACKGROUND

The **Boys & Girls Clubs of Benton and Franklin Counties (BGCBCF)** is committed to empowering all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. Since 1996, BGCBCF has helped thousands of local children claim great futures through our award-winning programs and life-changing mentorships. Consistent with our values of **Respect, Integrity, Stewardship, and Passion for Youth**; we provide a broad range of programs and activities focused on our priority outcomes of **Academic Success, Healthy Lifestyles, and Good Character and Citizenship.**

ORGANIZATIONAL DEMOGRAPHICS

Our organization offers 14 locations throughout Benton and Franklin Counties at this time; these include four traditional drop-in Clubs, six afterschool childcare locations at Pasco elementary schools, two preschools, and two teen parenting partnerships. We currently serve over 2300 members annually between the ages of 0-18 years. 70% of our members are of minority races of ethnicities and 60% qualify for free or reduced school lunch.

Our traditional Clubhouses intentionally operate in at-risk neighborhoods where there is a great need for positive afterschool programming. These Clubhouses are open to all youth ages 6-18 years. Membership rates are \$20 per year for grade school youth and free for teens removing any financial barrier associated with accessing programs.

PROSSER TEEN PROGRAM:

Our Clubs are committed to serving all youth, *especially those who need us most.* Right now, there is one distinct population that definitely needs us most – our local teens. Our organization has seen a 40% increase in teen membership over the past 4 years. In Prosser alone, teen membership increased 48% from 2016 to 2017 at our Boys & Girls Club. Not only are teens coming to the Club, they are coming consistently. We know that the significant increase in teen attendance is due to the funding provided through the Benton County Gang and Crime Prevention Initiative (BCGCPI).

The funds from BCGCPI allowed us to expand services to teens throughout the Prosser community. We were able to hire a full time Teen Coordinator, provide staff training to better serve this demographic, and grow the teen program. Additionally, funding from BCGCPI allowed the lease of dedicated space at an adjacent build to exclusively serve teen populations. Teen late nights at the Prosser Club have become a very popular activity over the past 2 years, reaching hundreds of local teens. We've hosted 2 late night events each month over the past several years. Some teen favorites include summer late night pool parties, cooking nights, and laser tag. These ensure that teens are in a safe, supervised and productive environment rather than being alone and unsupervised.

BCGCPI's investment has also allowed us to offer educational and experiential field trips. The Prosser teen program took 20 field trips in 2017, many of which included volunteering activities. Through these field trips, our members found that they enjoy being active in the community and giving back to those in need. Our teens enjoy visiting nursing homes and doing kind things for the public service workers of the community.

Of critical importance is the impact that this program has had, and will have, on potential gang involvement for Prosser youth. Boys & Girls Clubs are the opposite of a gang, though we provide many of the benefits that gang members are searching for. At the Club, we provide youth a sense of belonging, usefulness, influence, and competence. This is our Youth Development Strategy. Criminal street gangs provide these same opportunities to youth, but in a way that damages the framework of our society rather than building it up. The Teen Program at the Prosser Boys & Girls Club will definitely be a place where youth will belong and make friends. It is a place where children, teens, and their families can rest assured knowing they are safe and protected. The Club is a resource to the community, offering positive and empowering programs to youth at risk.



Since 2016, Prosser has been home to two of the Washington State Boys & Girls Club Youth of the Years. Youth of the Year is the highest honor and Boys & Girls Club member can receive. Youth of the Year candidates must demonstrate outstanding leadership, service, academic excellence and dedication to living a healthy lifestyle. These youth were chosen by local community leaders to represent the Boys & Girls Clubs of Benton and Franklin Counties. They then competed at the state level and were selected to represent the entire state. The 2016 Washington State Youth of the Year was Sebastian Castilleja and the 2018 Washington State Youth of the Year is Zane Castilleja.

We ended 2017 with 98 teen members enrolled in our Prosser teen program. In 2016, when we received the BCGCPI funding, we were hoping to enroll 55 teens. We were able to exceed all program measurable as defined by the grant. We also saw a significant increase in average daily attendance (ADA) which is the daily average number of teens attending Club two or more days a week. We ended 2017 with an ADA of 31 teens per day.

GREAT FUTURES START HERE:

The attendance numbers and successes of the Prosser teen program show that the investment has greatly benefited the low income and at-risk teens in Prosser. Research tells us that regular Club attendance, especially by teens, increase youth graduation, academic performance, and attendance. Regular Club attendance also increases volunteerism and civic engagement, while simultaneously decreasing risk behaviors such as teen pregnancy and substance abuse.

It is no surprise that our Prosser teen members are showing great indicators from regular attendance. Each year we survey our teens to monitor Club experience and outcomes. 76% of our Prosser members reported engaging in 60 minutes of physical activity 5 or more days per week. 95% state that they abstain from drugs and alcohol. More than 50% of our Prosser teen members state that they volunteer monthly.

Over the past two years, we have been able to grow the Prosser Teen Program to capacity with the help of the BCGCPI grant. The program is thriving and positively impacting the lives of hundreds of teens each year. The

community and youth we serve have come to expect the level of excellence we provide due to the BCGCPI grant funds. The community is grateful for the safe and productive place the Club offers and the positive teen activities presented to all local youth. This program is changing the perception of teens and shows that serving this demographic can help to reduce gang and crime rates. There is no other facility based teen program of this kind in Prosser.

At this time, the Boys & Girls Club is unable to sustain the teen program in Prosser at the current caliber without the BCGCPI grant. Now that the teen program is established with a strong reputation in the community, we believe we can use the next several years building upon our great work, market the program, and seek other funds to sustain the program. However, the teens and the community will continue to need the high quality program offerings during that time.

INVEST IN PROGRAMS OF EXCELLENCE:

The Prosser teen program has become a program of excellence that greatly benefits the community thanks to the BCGCPI grant. Teens remain a significantly underserved market in our communities. We know that their need for our services – and for a safe and welcoming place to have fun and learn life skills – is equal to or perhaps even more critical than that of younger children because of their proximity to adulthood, and the risks and temptations they face.

It is not enough to just provide teens with a safe place to go. We know they need access to high quality, professionally ran programs with caring adults. When members are immersed in an out-of-school-time environment grounded in effective youth development practices, they are more likely to acquire social and emotional skills and confidence, remain engaged in school, and make healthy life choices. For example, 73% of low-income Club members ages 12 to 17 reported earning mostly A's and B's, compared to 69% of their peers nationally. We also know that young people who regularly engage in community service are more likely to achieve optimal social, emotional, health, academic and career outcomes throughout their lives. More specifically, as a result of participating in service learning opportunities, youth are more likely to build positive relationships and work collaboratively with others from diverse backgrounds, apply the knowledge and skills they gain to improve their school performance, and increase their involvement in activities that shape community and society. We are proud that our Prosser teen members are excited to volunteer on a monthly basis.



The program is making a positive difference in our community and we cannot continue to offer it without BCGCPI's support. The Boys & Girls Club is committed to continuing the great work of the teen program by keeping membership at capacity and providing positive and effective youth activities. We will also build relationships and partnerships to sustain the program over the next several years. **We ask that Benton County Gang and Crime Prevention Initiative invest in proven programs and interventions by funding \$75,000 each year.**

These funds will support the cost of staffing, training, equipment and supplies to ensure that gang and crime prevention and intervention is delivered to an at-risk population by trained and caring professionals in our Club. It will guarantee that our doors are open in order to serve those youth who need us most.

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Prosser Teen Program Investment (January - December 2019)

2019

Item	Description	
Personnel Expenses		
Director of Marketing	1 hour per week x \$30 per hour	\$ 30.00
Branch & Program Director	Administrative oversight 8 hrs per week x \$25 per hour	\$ 200.00
Director of Operations	1 hours per week x \$30 per hour	\$ 30.00
Director of Finance	1 hour per week X \$25 per hour	\$ 25.00
Teen Coordinator	Planning, preparing, & implementing programs 40 hrs per week x \$14 per hour	\$ 560.00
Program Support Staff	30 hrs per week x \$12 per hour	\$ 360.00
	Subtotal:	\$ 1,205.00
Benefit Allocation	15% (PT and FT average)	\$ 180.75
	Weekly Expense	\$ 1,385.75
	Total Personnel Expenses (52 weeks):	\$ 72,059.00
Supplies		
Program Supplies	Average of \$275 per month x 12 months to run a variety of teen programs	\$ 3,300.00
Participation incentives	\$100 per month x 12 months	\$ 1,200.00
Bus Passes	30 bus passes for teens to get to Club	\$ 750.00
Teen Late Nights	\$200 per event x 24 events per year	\$ 4,800.00
Snacks	30 Youth per month X \$1.50 X 250 days	\$ 11,250.00
Office Supplies	\$15 per month	\$ 75.00
	Supply Expenses:	\$ 21,375.00
Other		
Furniture	Furniture for program spaces	\$ 1,500.00
Field Trip Expense	Experiential learning opportunities	\$ 4,000.00
Fuel for Field Trips	\$40 per month x 12 months	\$ 480.00
Vehicle Maintenance	Maintenance of Prosser Club Van	\$ 300.00
Staff Training	Staff development and program training	\$ 1,500.00
Outreach Materials	"The Club" outreach including lanyards, pens, shirts, pop-sockets	\$ 500.00
Program Curriculum	Prevention program curriculum and various sets from Boys & Girls Clubs of America	\$ 1,500.00
Rent	\$100 per month X 12 months	\$ 1,200.00
Utilities	Monthly utilities \$700 per month x 12 months	\$ 8,400.00
Printing and Postage	\$10 per month x 12 months	\$ 120.00
	Other Expenses:	\$ 19,500.00
	Expense Total:	\$ 112,934.00



BOYS & GIRLS CLUBS
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Changing **Futures** Through **Impactful** Programs **Kennewick Clubhouse Equipment**

ORGANIZATIONAL BACKGROUND

The **Boys & Girls Clubs of Benton and Franklin Counties (BGCBFC)** is committed to empowering all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. Since 1996, BGCBFC has helped thousands of local children claim great futures through our award-winning programs and life-changing mentorships. Consistent with our values of **Respect, Integrity, Stewardship, and Passion for Youth**; we provide a broad range of programs and activities focused on our priority outcomes of **Academic Success**, **Healthy Lifestyles**, and **Good Character and Citizenship**.

ORGANIZATIONAL DEMOGRAPHICS

Our organization offers 14 locations throughout Benton and Franklin Counties at this time; these include four traditional drop-in Clubs, six afterschool childcare locations at Pasco elementary schools, two preschools, and two teen parenting partnerships. We currently serve over 2300 members annually between the ages of 0-18 years. 70% of our members are youth of color and 60% qualify for free or reduced school lunch.

A fifth traditional Clubhouse is currently under construction and is anticipated to open in December of this year in Kennewick. Our traditional Clubhouses intentionally operate in at-risk neighborhoods where there is a great need for positive afterschool programming. These Clubhouses are open to all youth ages 6-18 years. Membership rates are \$20 per year for grade school youth and free for teens removing any financial barrier associated with accessing programs.

KENNEWICK CLUBHOUSE: A RESOURCE FOR YOUTH AND FAMILIES AT-RISK

Our Clubs are committed to serving all youth, *especially those who need us most*. We have identified a neighborhood in Kennewick that is in desperate need of a Boys & Girls Club. In a ten-block area located near Park Middle School, more than 900 school-age children and teens live in thirteen Section 8 apartment complexes and surrounding homes. The neighborhood is the most diverse in our community, with more than 70% of residents being youth of color and over 20 different languages spoken. Over 93% of the families in this area qualify for free or reduced lunch. The challenges that come with poverty – lower academic performance, chronic absenteeism, underemployment, increased crime, and housing and food insecurity – abound in this neighborhood. We know our Clubhouse will help break the cycle of crime, poverty, and hopelessness that has plagued this area.

The State of Washington contracted with researchers from Arizona State University in 2015 to assess the scope and nature of the gang problem in Benton and Franklin Counties. The assessment found that the area near Park Middle School in Kennewick had two of the three notable disadvantage components that constitute areas of higher gang activity. This neighborhood has a significantly higher proportion of young male renters and of socio-economic familial disadvantages.

The authors also interviewed detained youth from Benton and Franklin Counties. Youth that were involved with a gang were much more likely to be in fights and carry illegal weapons. The assessment also notes that respondents reported that they first started “hanging out” with, or joined the gang at about 12 years of age.

The Kennewick Clubhouse is located in the middle of a neighborhood that is facing a multitude of challenges. The Kennewick Clubhouse is within walking distance of Park Middle School, Kennewick High School and Amistad Elementary, sitting right in the center of the three. The Boys & Girls Clubs of Benton and Franklin Counties intentionally constructed a Club in an area where we could most benefit the community for the first time in the organization’s history.

Since 1996, Boys & Girls Club has helped thousands of local children claim great futures through our award-winning programs and life-changing mentorships. Clubs have long been the answer for children and teens throughout the Tri-Cities area that need a safe and caring place to be during the critical after-school hours that would otherwise find them at home alone or on the streets. We know we are making a difference. *54% of Club Alumni say that the Boys & Girls Club saved their life.*

The Kennewick Clubhouse will be open more than 250 days a year—on weekdays after school, and during the summer months when youth have free time and need positive, productive outlets. This new Clubhouse will offer youth a support system of caring adults and mentors that become a consistent positive influence in their lives, walking beside them on their way to a great future.

NOT A CHALLENGE, BUT AN OPPORTUNITY

The Tri-Cities Gang Assessment states that the top reasons that local youth join gangs include protection, to make friends, to belong, and to make money. The assessment recommends a holistic approach to addressing community gang problems that includes prevention, intervention and suppression.

Boys & Girls Clubs are the opposite of a gang, though we provide many of the benefits that gang members are searching for. At the Club, we provide youth a sense of belonging, usefulness, influence, and competence. This is our Youth Development Strategy. Criminal street gangs provide these same opportunities to youth, but in a way that damages the framework of our society rather than building it up. The Kennewick Boys & Girls Club will definitely be a place where youth will belong and make friends. It is a place where children, teens, and their families can rest assured knowing they are safe and protected. The Club is a resource to the community, offering positive and empowering programs for no more than \$20 per year.

Our Clubs have a history of changing the trajectory of at-risk youth by engaging them in impactful and empowering programs. The Boys & Girls Club is a lot more than a safe, supervised location, though that is an important part of who we are. We do not just want to provide Kennewick youth with a place to go – we also want to encourage them to grow and flourish in life. When children and teens visit our Kennewick Clubhouse, they will be provided with the tools and relationships needed to excel academically, lead a healthy life and grow into a productive and caring citizen.

Central to all activities are relationships with positive and caring adults. Our team of supportive professionals will be there to walk beside these children and teens. They will empower them daily to be the best they can be. Our Club members will always have an advocate and mentor, regardless of where they come from.

OPEN THE DOOR OF OPPORTUNITY FOR YOUTH – INVEST IN OUR PROGRAMS:

The community has enthusiastically joined our mission and provided the resources necessary to build this new Clubhouse. We were honored to be joined by community leaders, stakeholders, and businesses to secure the \$5.1 million needed to make this Clubhouse a reality.

Although we will have successfully raised the funds necessary to construct the building, we will also need approximately \$200,000 in equipment and furnishings to prepare the Club to serve youth. Tables, chairs, game

tables, storage cabinets, computers and kitchen appliances are all necessary for staff to effectively implement program to youth at risk. **We ask that Benton County Gang and Crime Prevention Initiative to assist in investing in proven programs and interventions by funding \$100,000 in 2019 to successful equip this new Club for success.** These funds will support the material and equipment costs to ensure that gang and crime prevention and intervention is delivered to an at-risk population by trained and caring professionals in our Club. It will guarantee that our doors are open in order to serve those youth who need us most.

Kennewick Club Equipment Start-up	
Tables, Chairs, & Shelving	\$80,000
Games and Equipment	\$25,000
Kitchen Appliances	\$10,000
Computers and Technology	\$45,000
Furnishings	\$20,000
Storage Supplies	\$10,000
Gym Equipment	\$10,000
Total Equipment	\$200,000

Research tells us that regular Club attendance, especially by teens, increase youth graduation, academic performance, and attendance. Regular Club attendance also increases volunteerism and civic engagement, while simultaneously decreasing risk behaviors such as teen pregnancy and substance abuse. Most importantly, we know an investment in the Boys & Girls Club is an investment in the communities where we live and work. A study conducted at the University of Michigan in 2015 found that **every \$1 invested in Boys & Girls Club returns \$9.60 in current and future earnings and cost-savings to local communities.**

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**BOYS & GIRLS CLUBS
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Kennewick Club Equipment Needs

<u>Item</u>	<u>Quantity</u>	<u>Price</u>	<u>Total</u>	<u>PSST</u>	<u>Club</u>
Foosball	3	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	
GaGa Ball Pit	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
Carpet Ball	1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	
Pool Table	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
Sofas	6	\$ 1,000.00	\$ 6,000.00	\$ 3,500.00	\$ 2,500.00
Reading Chairs	10	\$ 500.00	\$ 5,000.00	\$ 3,000.00	\$ 2,000.00
Benches	16	\$ 300.00	\$ 4,800.00	\$ 3,000.00	\$ 1,800.00
Activity Table	18	\$ 200.00	\$ 3,600.00	\$ 2,000.00	\$ 1,600.00
Activity Chairs	144	\$ 50.00	\$ 7,200.00	\$ 4,000.00	\$ 3,200.00
Computer Desks (Double)	14	\$ 300.00	\$ 4,200.00	\$ 4,200.00	
Computer Chairs	28	\$ 125.00	\$ 3,500.00	\$ 3,500.00	
Cafeteria Tables	6	\$ 1,200.00	\$ 7,200.00	\$ 7,200.00	
Restaurant Booths	2	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	
Indoor Basketball Standards	6	\$ 2,500.00	\$ 15,000.00		\$ 15,000.00
Scoreboard	1	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
Outdoor Basketball Standard	1	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00
Gym Equipment	1	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00
Outdoor Play Equipment	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	
Office Desks	5	\$ 800.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
Office Chairs	5	\$ 200.00	\$ 1,000.00	\$ 600.00	\$ 400.00
Desktop Computers	32	\$ 600.00	\$ 19,200.00	\$ 12,000.00	\$ 7,200.00
Laptop Computers	16	\$ 1,000.00	\$ 16,000.00	\$ 6,000.00	\$ 10,000.00
Laptop Storage	1	\$ 500.00	\$ 500.00		\$ 500.00
Early Learning Tablets	10	\$ 300.00	\$ 3,000.00		\$ 3,000.00
Tablet Storage	1	\$ 500.00	\$ 500.00		\$ 500.00
Flat Screen TV's	9	\$ 600.00	\$ 5,400.00	\$ 1,800.00	\$ 3,600.00
Video Game Consoles	4	\$ 500.00	\$ 2,000.00		\$ 2,000.00
Lego Robotics	1	\$ 4,000.00	\$ 4,000.00		\$ 4,000.00
Ozobot Kits	2	\$ 2,400.00	\$ 4,800.00		\$ 4,800.00
Storage Shelves	12	\$ 1,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00
Art Supplies	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Gamesroom Supplies	1	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00
Learning Center Supplies	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Teen Center Supplies	1	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
Technology Supplies	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Preschool Supplies	1	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
Preschool Furniture	1	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
Kitchen Appliances	1	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	
Washer/Dryer	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Commercial Freezer	3	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	
Kitchen Equipment and Supplies	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
			\$ 209,600.00	\$ 100,000.00	\$ 109,600.00



**BOYS & GIRLS CLUBS
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GREAT FUTURES START HERE.

Changing **Futures** Through **Impactful** Programs **Kennewick Clubhouse**

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A fifth traditional Clubhouse is currently under construction and is anticipated to open in December of this year in Kennewick. Our traditional Clubhouses intentionally operate in at-risk neighborhoods where there is a great need for positive afterschool programming. These Clubhouses are open to all youth ages 6-18 years. Membership rates are \$20 per year for grade school youth and free for teens removing any financial barrier associated with accessing programs.

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higher gang activity. This neighborhood has a significantly higher proportion of young male renters and of socio-economic familial disadvantages.

The authors also interviewed detained youth from Benton and Franklin Counties. Youth that were involved with a gang were much more likely to be in fights and carry illegal weapons. The assessment also notes that respondents reported that they first started “hanging out” with, or joined the gang at about 12 years of age.

The Kennewick Clubhouse is located in the middle of a neighborhood that is facing a multitude of challenges. The Kennewick Clubhouse is within walking distance of Park Middle School, Kennewick High School and Amistad Elementary, sitting right in the center of the three. The Boys & Girls Clubs of Benton and Franklin Counties intentionally constructed a Club in an area where we could most benefit the community for the first time in the organization’s history.

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The Kennewick Clubhouse will be open more than 250 days a year—on weekdays after school, and during the summer months when youth have free time and need positive, productive outlets. This new Clubhouse will offer youth a support system of caring adults and mentors that become a consistent positive influence in their lives, walking beside them on their way to a great future.

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Boys & Girls Clubs are the opposite of a gang, though we provide many of the benefits that gang members are searching for. At the Club, we provide youth a sense of belonging, usefulness, influence, and competence. This is our Youth Development Strategy. Criminal street gangs provide these same opportunities to youth, but in a way that damages the framework of our society rather than building it up. The Kennewick Boys & Girls Club will definitely be a place where youth will belong and make friends. It is a place where children, teens, and their families can rest assured knowing they are safe and protected. The Club is a resource to the community, offering positive and empowering programs for no more than \$20 per year.

Our Clubs have a history of changing the trajectory of at-risk youth by engaging them in impactful and empowering programs. The Boys & Girls Club is a lot more than a safe, supervised location, though that is an important part of who we are. We do not just want to provide Kennewick youth with a place to go – we also want to encourage them to grow and flourish in life. When children and teens visit our Kennewick Clubhouse, they will be provided with the tools and relationships needed to excel academically, lead a healthy life and grow into a productive and caring citizen.

Academic Success means that we are committed to keeping our Club members on track to graduate. We will help them every day with their homework and work hard to get them back in school if they drop out. We will help them prepare for college, trade school, military or employment.

Healthy Lifestyles means encouraging our youth to take care themselves. Modeling and teaching healthy lifestyles is important at the Club. These youth will learn to eat healthy and stay active through fun activities, as well as make healthy lifestyle choices to protect their futures.

Good Character and Citizenship is teaching our kids that they can make a difference in their community. We believe in them and, because of this, we hope they will begin to believe in themselves. Our Club members will be active in the community as volunteers and become leaders in their school and/or social circles.

Central to all activities are relationships with positive and caring adults. Our team of supportive professionals will be there to walk beside these children and teens. They will empower them daily to be the best they can be. Our Club members will always have an advocate and mentor, regardless of where they come from.

Our local Clubs have helped many prior gang members like Jose who have made some poor decisions, but are learning to be better citizens. Jose was involved in a gang and abusing drugs while in middle school. He got into some serious trouble with the law that caused him to re-evaluate his life. Jose left the gang and came to the Club. Being involved in leadership activities like Keystone Club helped him turn his life around. Jose loves making a positive difference in his community and inspiring other to do the same. This year, Jose was elected President of one of our Keystone Clubs. He now believes he can do something great, because our Clubs have shown him he can. This year Jose was awarded the title of Main Branch Youth of the Year.



OPEN THE DOOR OF OPPORTUNITY FOR YOUTH – INVEST IN OUR PROGRAMS:

The community has enthusiastically joined our mission and provided the resources necessary to build this new Clubhouse. We were honored to be joined by community leaders, stakeholders, and businesses to secure the \$5.1 million needed to make this Clubhouse a reality.

Like us, they know that this Clubhouse will save the lives of children and teens who are struggling and overcoming great challenges in this area of Kennewick. It will cost over \$500,000 each year to serve hundreds of children and teens daily at this Clubhouse. **We ask that Benton County Gang and Crime Prevention Initiative to assist in investing in proven programs and interventions by funding \$200,000 each year.** These funds will support the cost of staffing, training, equipment and supplies to ensure that gang and crime prevention and intervention is delivered to an at-risk population by trained and caring professionals in our Club. It will guarantee that our doors are open in order to serve those youth who need us most.

Kennewick Club Operating Cost Comparisons

	Branch Budget	Benton County Funding Request
Building Square Footage	23,000 Sq. Ft.	23,000 Sq. Ft.
Enrollment Capacity	260 Cap	150 Youth
6000 · Personnel expenses	\$400,000.00	\$150,000.00
7000 · Non-personnel expenses	\$5,000.00	\$0.00
7100 · Supplies	\$20,000.00	\$10,000.00
7200 · Occupancy expenses	\$35,000.00	\$15,000.00
7300 · Training expenses	\$10,000.00	\$4,000.00
7400 · Program Expenses	\$30,000.00	\$12,000.00
7450 · Grant Expenses	\$5,000.00	\$5,000.00
7500 · Vehicle Expense	\$5,000.00	\$3,000.00
7550 · Insurance	\$3,000.00	\$1,000.00
7600 · Misc expenses	\$1,000.00	\$0.00
7650 · Professional Fees	\$1,000.00	\$0.00
7700 · Capital	\$10,000.00	\$0.00
Total	\$525,000.00	\$200,000.00

Research tells us that regular Club attendance, especially by teens, increase youth graduation, academic performance, and attendance. Regular Club attendance also increases volunteerism and civic engagement, while simultaneously decreasing risk behaviors such as teen pregnancy and substance abuse. Most importantly, we know an investment in the Boys & Girls Club is an investment in the communities where we live and work. A study conducted at the University of Michigan in 2015 found that **every \$1 invested in Boys & Girls Club returns \$9.60 in current and future earnings and cost-savings to local communities.**

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Benton-Franklin Health District Nurse Family Partnership Proposal For Benton County

Introduction

The Nurse-Family Partnership (NFP) program is a maternal and early childhood health program that fosters long-term success for first-time moms, their babies and society. NFP's maternal health program introduces vulnerable first-time parents to public health nurses. The nurses deliver the support new moms need to have a healthy pregnancy, become knowledgeable and responsible parents, and provide their babies with the best possible start in life.

Program Goals

The program provides low-income, first-time mothers of any age with home-visitation services from public health nurses. It addresses substance abuse and other behaviors that contribute to family poverty, subsequent pregnancies, poor maternal and infant outcomes, suboptimal childcare, and limited opportunities for the children.

Program Components

The nurses work intensively with the mothers to improve maternal, prenatal, and early childhood health and well-being, with the expectation that this intervention will achieve long-term improvements in the lives of at-risk families. The intervention process concentrates on developing therapeutic relationships with the family and is designed to improve five broad domains of family functioning, to include: parental roles, family and friend support, physical and mental health, home and neighborhood environment, and major life events (e.g., pregnancy planning, education, employment). Home visits by nurses are conducted during the woman's pregnancy and continue until the child reaches 24 months of age. Maternal and child health nurses meet with each first-time mother in 64 planned home visits over 2 ½ years. Prenatally, they focus on preventive health and prenatal practices for the mother—helping her find appropriate prenatal care, improve her diet, and reduce her use of tobacco, alcohol, and illegal substances. Additionally, maternal and child health nurses help the mother prepare emotionally for the arrival of the baby. Post-birth, they focus on health and developmental education, focusing on child milestones and behaviors and teaching parents to use praise. They also focus on coaching the mothers and their families in planning for their future, staying in school, finding employment, and planning future pregnancies.

Environmental Health & Community Health Centers

Kennewick Office:
7102 W. Okanogan Place
Kennewick, WA 99336
Phone: 509-460-4200

Pasco Office:
412 W. Clark St
Pasco, WA 99301
Phone: 509-547-9737

Challenges/Lesson Learned

The BFHD NFP program has been running successfully in Benton County now for almost two years. The team of skilled public health nurses have worked successfully to serve 49 families with graduates coming forward during the 2019-2020 biennium. Programmatically, NFP has run very smoothly and without significant issues, especially given its even longer history in Franklin County. The one challenge that has proved difficult is the recruitment of an additional public health nurse. BFHD has learned it is very difficult to recruit public health nurses, not only for the NFP program, but also for other areas of our organization. Expanded recruitment efforts have increased recently to try to fill the position. Additional creative options may need to be explored to ensure we have the nursing capacity available to meet the increasing need in Benton County.

Future Plans

BFHD plans to continue to strive to meet the needs of its Benton county residents that will benefit from the NFP program in the future. The organization will increase its recruitment efforts as needed as the demand for the program increases.

Benton-Franklin Health District Proposal

BFHD proposes to utilize funding from the Crime Prevention Tax to continue the program in Benton County (see Exhibit A).

The Benton-Franklin Health District respectfully requests that Benton County continue its support for the Nurse Family Partnership program and approve this proposal



Exhibit A: 2019 - 2020 NFP Budget

**Nurse Family Partnership Program - Benton County
Biennial Budget**

	2019	2020	Total
	Budget	Budget	Budget
562.2203.11010 Salaries & Wages			
Public Health Nurse, 1.00 FTE	57,396	60,867	118,263
Public Health Nurse, 1.00 FTE	54,672	57,970	112,642
Social Worker II, 0.25 FTE	17,600	17,952	35,552
Public Health Nurse III (Supervisor), 0.20 FTE	19,659	20,052	39,711
Clerk, 0.75 FTE	27,750	28,305	56,055
Total Salaries & Wages	177,077	185,146	362,223
 562.2203.21000 Benefits - Rate 38%	 67,289	 70,356	 137,645
 562.2203.31000 Supplies & Equipment			
Office Supplies	1,500	1,530	3,030
Program Supplies	5,500	5,610	11,110
Operating Equipment	1,500	1,530	3,030
Total Supplies & Equipment	8,500	8,670	17,170
 562.2203.43010 Travel & Mileage			
Mileage	6,358	6,358	12,716
Travel	3,800	3,800	7,600
Total Travel & Mileage	10,158	10,158	20,316
 562.2203.45000 Occupancy Costs			
Rent & M&O	15,606	15,918	31,524
Communications	2,780	2,919	5,699
Total Occupancy Costs	18,386	18,837	37,223
 562.2203.49000 Training			
Professional Development	1,250	1,275	2,525
Initial D.A.N.C.E Training (Dyadic Assessment)	1,400	1,400	2,800
D.A.N.C.E re-reliability fee (Dyadic Assessment)	140	280	420
Total Training	2,790	2,955	5,745
 Total Direct Costs	 284,200	 296,122	 580,322
 Indirect Costs	 99,072	 103,228	 202,300
 Total Program Costs	 <u>383,272</u>	 <u>399,350</u>	 <u>782,622</u>





April 20, 2018

The Statement of Work

The Step-Up program is organized into on-going, 11-week sessions or units. The ages of the adolescents served are 12 to 17 years of age. An adolescent and his/her family members graduate after successfully completing an intake and 11 sessions, completing a full cycle of sessions. Each group-unit serves 2-12 youths and their parents. Two groups meet weekly and are offered in both Spanish and English.

At the time of intake, youths are assessed for anti-social and criminal behaviors resulting in police contact, arrests, incarcerations, family disruption and school failure. Graduates of the 11-session program are surveyed after 4 months to measure sustained change.

The program receives referrals throughout the year from the Juvenile Court, Juvenile Prosecutor or Juvenile Justice Center and other community groups that provide youth services. New referrals have immediate point of entry to the group regardless of what session the group may be in.

Measurable Goals of the Program

Below are the goals by which we propose to measure the success of the Benton County Step-Up program. Follow-up surveys would be performed at the two-month mark to measure sustained progress, along with phone calls. We would submit these outcomes to the review committee to demonstrate effectiveness. Also attached are the internal measures that create expectations for teens and parents. These are used with participants in the program.

Target behavior	Measurable Goal	Outcome
Number of new registered youth participants	12-18 newly registered participants in 2019	
Number of youth and families served	12-18 youth and 35 family members served in 2019	
Number of Step-Up Intake Assessments Completed	12-18 Completed assessments with appropriate referrals made	

Incidents of defiance and disrespect for family members at home.	Reduced from daily to one/week or less as reported by parents.	
Incidents of police involvement.	Reduced from weekly to 0 in 2 month follow up for those youth completing a 10-week program	
Incidents of truancy, running away, breaking curfew.	Reduced from weekly to 0 in 2 month follow up for those youth completing a 10-week program	
Gang activity, association and/or interaction	Reduced from weekly to 0 in 2 month follow up for those youth completing a 10-week program	
Incidents of incarceration	0 incidents of incarceration in 2 month follow up for those youth completing a 10-week program	

Budget Explanation

The counseling program budget of Chaplaincy Behavioral Health is based on the hourly rate of Medicare reimbursement for a licensed therapist, \$86.00. This covers the hourly cost of a licensed therapist (wage plus benefits) after contract adjustments. We applied the same hourly rate to determine the therapist costs in the pilot Step-Up budget. All other hours for unlicensed assistants and administrative support were calculated at \$38.00/hr.

The Step-Up budget was proposed at an hourly, contractor-type basis with a maximum amount of \$40,300.00/year. The proposed budget is higher due to the need for training two more facilitators, and the increased number of sessions, and offering sessions in English and Spanish.

We divided the budget into two sections; the direct client costs based upon a projected number of sessions provided; and allocated costs, the costs of running the program which included printing manuals, office space, intake and tracking, administrative time, and follow-up, and costs of training new personnel. We did not include the costs of gift cards for returning surveys. The printing costs are based on the size of each participant manual and the projected number of participants we expect to serve.

Services are invoiced monthly, as units are provided. The number of participants could exceed targets without increasing costs, however the staffing design is determined by the structure of the program.

Addendum to the Statement of Work

The first two years of the program outreach was successful to create a strong collaborative relationship with the Juvenile Justice Center probation staff, as well as the Juvenile Prosecutors and Judges. The Juvenile court now views Step-Up as an alternative to charges, trials and incarceration. **One family member remarked, "This program has helped us more than any of the other programs we had to go through [assigned by the court]."**

Now that we are a couple years into the program, the importance of including preventative services is very clear. The two-year budgeted cost of Outreach and Community Education reflects time allocated to reaching at-risk youth and their families *before* entering the criminal justice system. The goal is to broaden the benefit of Step-Up to prevent the development of **criminality among those youth identified as "at-risk."**

Specialized staffing is also a key ingredient to Step-Up success. The Non-licensed, Gang Specialist is one of the keys to the success of the Outreach and Community Education as well as the positive outcomes of the participants as evidenced by the 4-month post-graduation surveys. This specialist relates to kids who are being recruited into gangs, who are at risk for being recruited, or who are seeking a way out of gangs.

Step-Up is strategizing to provide education and awareness about its services among those groups likely to encounter adolescents who are at risk of falling into violent and aggressive behavior at home, or who are at risk of being recruited into gangs and subject to opposition and anti-social behavior.

The initial list of groups likely to encounter at-risk youth to which Step-Up would reach out is listed below:

- Communities In Schools (Agency)
- Lutheran Family Services (Agency)
- My Friends Place (Agency)
- New Horizons (Alt. School)
- Legacy (Alt. School)
- Phoenix (Alt. School)
- Union Gospel Mission (Agency)
- Service Alternatives (Agency)
- Lake View Community (Community)
- Terra Vida (Community)
- Collegium (Agency)
- Boys and Girls Club (Agency)
- The YMCA (Agency)
- SARC
- Somerset (Agency)

Outreach and Education also includes staffing tables at community events intended to increase awareness of community services.

Step-Up at Chaplaincy Behavioral Health

Chaplaincy Health Care

PUBLIC SAFETY SALES TAX 2019-2020 REQUEST BUDGET

DESCRIPTION	TOTAL BUDGET		2019-2020 PSST FUNDING REQUEST	
Program Costs				
Session Costs				
Therapist Prep	\$86./hr.			
Therapist Session Cost	\$86./hr			
Non-Licensed Gang Specialist	\$36/hr			
Total Cost per session:	\$269.00			
Total Sessions Per Year: 120				
Total Yearly Session Costs	(120 x \$269.00)	\$ 32,280.00	\$ 32,280.00	\$ 32,280.00
Intakes 15 @\$115		\$ 1,725.00	\$ 1,725.00	\$ 1,725.00
Total Program Costs		\$ 34,005.00	\$ 34,005.00	\$ 34,005.00
Allocated Costs				
Printing and Supplies				
Manuals (179 pages each)		\$ 215.00	\$ 215.00	\$ 215.00
Brochures & Mailings		\$ 450.00	\$ 450.00	\$ 450.00
Training				
King County Step-Up Trainers (2 people, 3 Days)		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Outreach & Community Education		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Monthly Reports		\$ 2,364.00	\$ -	\$ -
Total Allocated Costs		\$ 8,029.00	\$ 5,665.00	\$ 5,665.00
Yearly Proposed Step-Up budget		\$ 42,034.00	\$ 39,670.00	\$ 39,670.00
TOTAL 2019-2020 PROPOSED STEP-UP BUDGET		\$ 84,068.00	\$ 79,340.00	\$ 79,340.00

Review of the Program

In 2017, Chaplaincy Behavioral Health, in collaboration with the Juvenile Center, launched Step-Up, a nationally recognized adolescent-family violence intervention program originally developed and implemented in King County, Washington. Step-Up is designed to address youth violence and controlling behavior toward family members and to be an instrument for crime prevention. Violent behavior includes physical violence, threats, intimidation, property destruction, degrading language and exploitation.

The parents of kids referred to Step-Up have lost parental authority, and cannot positively direct **their child's behavior. Unable to manage their child's life, the families relinquish authority to the streets, the gangs, and the courts.** This results in a huge social cost to the community, puts stress on social service agencies, schools, and criminal justice systems. Family life is characterized by chaos including frequent police interactions, school truancy, violence and criminal behavior.

The goal of Step-Up is for adolescents and their families to be reconnected in mutually respectful and secure ways so that the youth are able to function as responsible community citizens and complete their developmental and educational goals.

Referrals came from the Juvenile Courts and probation officers. A community liaison reached out to alternative schools, Community in Schools, Safe Harbor, My Friends Place, shelters, community mental health practices and churches. The curriculum was condensed from 25 sessions to 11 in order to make the program accessible to working families, and family systems unused to planning more than a day in advance.

In the final 6 months of 2017, we were able to intake 14 of 17 referrals. 10 of 14 participants were able to reduce incidents of domestic violence and disrespect from daily to 1x month. Three families graduated and two surveys were completed at the four-month mark. The outcome surveys returned at 4-months demonstrated that among those families that completed the 11-week program, 100% of the goals were met and sustained. There had been a total suspension of gang involvement. There had been no further police intervention. School attendance was restored and both adolescents were on their way to graduating from high school on time.

Our goal is to expand the program to include families and youth who have not yet entered the criminal justice system, but who are moving in that direction. The theory is that if Step-Up has generated quantifiable success among youth already in the criminal justice system, how much more effective might it be on the preventative level?

A second goal being considered is to motivate families who have successfully completed Step-Up to become mentors to families in the program.

What We Have Learned

We have learned several things in the first full year of Step-Up.

- Building community awareness and trust in a new resource (Step-Up), regardless how effective, takes time. We were surprised that referrals did not come from schools, school counselors, or other mental health agencies, despite intense outreach to them.
- Scheduling assessments for new referrals within one week is necessary to capture families while they are motivated. Initially families are in distress but are not likely to be mandated for the program. The high level of family chaos, work demands of adults in the homes and prevailing poverty, and resistance in the adolescent to engage in services makes an additional weekly meeting challenging.

- Engaging families immediately is essential, but required us to maintain an open, flexible intake therapist.
- The referrals have increased due to the new diversion alternative program that is offered to families by Juvenile Center staff. If the families agree to complete Step-Up, then they are diverted from the formal court diversion program to Step-Up. Juvenile Prosecutors and the Judges view us as an alternative to charges, trials and incarceration. This also increases family motivation and compliance.
- We were concerned about reducing the program from the original model of 25 sessions, to 11 sessions. We did this to make the program more attainable for families. However, we were concerned how this abbreviated model would impact the outcomes. We are amazed at the positive, sustained changes in the families in such short time.
- The program takes more administrative time than first anticipated due to additional reporting needs and communication with referral sources and probation officers.
- Some families needed an incentive to respond to surveys.

Successes at a Glance

Of the completed surveys received at 4-months post-graduation, there has been the following outcomes:

- 100% reduction in crime.
- 100% improvement in school attendance and 0% truancy.
- 100% reduction in gang activity.
- 100% reduction in aggression, disrespect, and family violence.
- 0% law enforcement interventions or calls to the home or arrests.
- Significantly less negative parent-child interactions.

What We Hope to Do Differently

We have not waited to make the changes necessary to make Step-Up more effective. The things we have learned along the way are being implemented. Adapting to the need, flexibility, and openness to learning what does and does not work are keys to success.

- Provide depth to our bench. Because Step-Up is a continuous group, we need more staff who are trained to facilitate the sessions and can provide relief for one another. This will require additional funding for training costs.
- Language skills. Several families benefit from Step-Up services in their primary language, Spanish. Having more staff who are fluent and comfortable in either language will be important going forward.
- Qualifying to be an alternative diversion alternative program offered to families by Juvenile Center staff has an additional cost. **We cannot bill a family's insurance if they are in a diversion program.** Thus, a certain number of intakes must be paid for by the Step-Up grant.
- Building on success. A growing vision is for families to become resources to one another. It is conceivable that families who have successfully completed the Step-Up group and at four months, continue to function successfully as a family, can serve as mentors and encouragers and hopeful models for new families entering the program.
 - Aftercare. We would like to see an after-care program for families, either reviewing the basics of Step-Up, or being connected with other families to help each other continue to stay rooted and flourish in the Step-Up model.

Benton County Public Safety Tax Grant Proposal

Gang & Crime Prevention Initiative

Need:

Studies show that we are in a crisis as young people today are lacking necessary adult interaction and guidance, as well as connection to moral and spiritual values. This is leading to increased “serious mental, emotional, and behavioral problems among children and adolescents” which are seen in rising crime, depression, suicide, lack of social-skills, addiction, and other destructive choices (*Hardwired to Connect*, 2003).

Benton-Franklin County Juvenile Justice Center relayed these numbers in 2010, demonstrating results of this kind of missing connection and influence:

- 58 % responded to having "No current positive adult non-family relationships not connected to school or employment".
- 74% of those without positive adults are males
- “We know that positive adults serve as a protective factor to keeping young people out of our system. All too often these kids become further and further isolated from healthy relationships and pro social activities the deeper they get into the system.”

Additionally, findings from the most recent Benton County’s *Healthy Youth Survey* should sound an alarm as more than 1 in 3 high school sophomores said they “had feelings of sadness or hopelessness for at least two weeks in the past year” and 1 in 5 students considered suicide. Further data from this extensive survey shows the growing use of alcohol and drugs. Lack of hope can lead to even greater negative choices.

Something positive to note from this survey is the statewide report that these high school students “are less likely to begin using marijuana if they believe that their parents (and community) think it’s wrong.” This is important as we seek to find solutions to the growing problems – adults close to youth can make an impact.

Solution:

What is needed is intentional connection between adult and youth generations to PREVENT negative choices that deeply effect youth, families, and the greater community - both financially and emotionally. We must implement mentoring programs that create and effectively sustain these long-lasting, life-changing relationships with safe and caring adults who can act as guides and share their “social capitol” (the value of who is in our network and what lessons we’ve learned through life). There currently is no program serving Benton County.

Mentoring programs provide a safe and effective setting for kids’ growth and adults to serve. Programs that follow the national proven standards of the *Effective Elements of Practice* are shown to make a significant difference in the lives of young people. Kids regularly meeting with an adult mentor for an average of one hour a week are: 52% less likely to skip school, 46% less likely to begin using drugs, 32% less violent crimes, 27% less likely to begin using alcohol (*BBBS Making a Difference*, 1995). Other studies show further impact on the lives of students in regards to emotional health, school work, relationship to adults, etc.

To increase the positive results of this strategy, forming deep partnership with the faith community is vital. These long-standing community institutions already host a multi-generational setting that promotes constructive and positive thinking, in addition to good life choices and service to others.

Plan:

The Christian Association of Youth Mentoring (CAYM) has already begun work to develop FORGE Tri-Cities youth mentoring program (CAYM Affiliate) in Benton County to serve the greater Tri-Cities area. This program will serve young people ages 8-18, providing a one-to-one mentoring relationship that will help youth develop identity, purpose, resilience, basic life and social skills, and creating stronger academic and job preparedness.

We are currently in these initial stages of our strategy:

- Securing seed donors,
- Forming a local leadership team,
- Assessing current community needs,
- Recruiting volunteers,
- Establishing partnerships with local churches,
- Creating collaborations with local businesses/leaders

FORGE Tri-Cities will be locally run and gain regular training, materials, and support from our national office. We believe in empowering community and the local churches, so our work will not be to highlight us, but the volunteers and leadership here in the Tri-Cities. The affiliate will form deep connection with schools, law enforcement/Juvenile Justice, and local service agencies – most importantly, the area churches who will help provide stability and sustainability.

Our next steps will include:

- Secure funds for first 6 months (training, marketing, staff, etc.)
- Forming a leadership team (potential initial board members)
- Recruiting interested volunteers and potential mentors (including the 70 mentors that Ignite Youth Mentoring recently released as they closed their doors)
- Hold onsite training event (led by CAYM) for initial volunteers and leadership
- Obtain partnership with a minimum of 8 churches (promotion, volunteers, funds)
- Form Board of Directors
- Begin Tri-Cities affiliate 501c3 process
- Hire necessary staff (director, administrator)
- Provide training and coaching for local staff and volunteers (ongoing)
- Train referral agents (schools, service agencies, Juvenile Justice, etc.)
- Launch affiliate and begin making mentor matches

CAYM's staff average of over 20 years of experience in the youth development field and we have trained hundreds of organizations to launch mentoring programs around the country. With a combination of onsite workshops and online elements, as well as regular video conferencing, we are able to launch a safe, effective, and sustainable mentoring program that is equipped with cutting edge tools and strategies. Our core training goes in depth into each element of a program that will bring results. These elements include:

- | | |
|------------------------------------|-------------------|
| ➤ Program Design & Mission | ➤ Matching |
| ➤ Leadership and Staff development | ➤ Supervision |
| ➤ Recruiting | ➤ Mentor Training |
| ➤ Screening | ➤ Match Closure |

- Risk Management
- Tracking Software & Tools

- Marketing & Communications
- Community Partnerships

In addition to regular support from our national office, we will conduct a 6-month evaluation and 1-year Quality Assurance process. Another strength of our organization is our network of programs around the country who we bring together to communicate and learn from one another. This will help FORGE Tri-Cities continue to grow and remain most effective.

CAYM and our Executive Director, Todd Kleppin, already have a solid presence in Benton County as Ignite Youth Mentoring was started under his leadership, with our training and model – reaching 100 mentor matches in 5 years.

Christian Association of Youth Mentoring (CAYM) - FORGE Tri-Cities

2019-2020 Public Safety Sales Tax (PSST) Funding Request

Description	Total Cost	2019-2020 Request
CAYM Onsite Community Development & Training		
Community assessment & engagement	1,500	1,000
Program Design - Tri-Cities Chapter of FORGE/CAYM	3,500	3,000
Preliminary advertising & marketing	1,000	1,000
Community leadership & partnership development meetings	3,000	3,000
Leadership & volunteer onsite training courses	6,000	6,000
Online training courses & coaching of staff/leadership	5,000	3,000
Subtotal	20,000	17,000
CAYM FORGE Tri-Cities Ongoing Training & Coaching (2020)		
Coaching and Consulting staff & board of directors	1,200	1,200
Onsite Program Review & training	1,800	1,800
Full access to CAYM Online Training Courses & Resources Library	1,000	1,000
CAYM Chapter Fee & Support Package	4,000	4,000
Subtotal	8,000	8,000
CAYM FORGE Tri-Cities Quality Assurance Program & Assistance		
Quality Assurance evaluation, consultation, and implementation	4,000	4,000
Subtotal	4,000	4,000
FORGE Tri-Cities branding/marketing/promotion, website design & print		
Branding design (Logo, templates, program & promo materials, etc.)	3,700	1,500
Print materials & advertising (rack cards, flyers, banners/signs, photography, videos)	4,000	1,800
Website design	4,000	2,000
Website URL, upkeep, specialty work, and hosting fees	4,000	1,200
Mentor & mentee programming resources & tools	1,200	500
Subtotal	16,900	7,000
FORGE Tri-Cities Staff		
Director (salary & benefits)	110,700	45,000
Secretary/Administration (salary) 20 hr/week (*Initially with VOLUNTEERS)	21,000	6,000
Payroll Taxes	13,200	-
Subtotal	144,900	51,000
FORGE Tri-Cities Office Needs		
Rent	19,200	-
Utilities	1,200	-
Phone & Internet	2,640	600
Desks, various furniture, copier, printer, supplies, etc.	4,000	2,400
Subtotal	27,040	3,000
FORGE Insurance & Legal Fees		
Board and Officers Insurance	2,400	-
General Liability	6,400	-
Subtotal	8,800	-
FORGE General Expenses		
background checks	3,500	-
Fundraising events, communications, grant writing	1,500	-
travel/networking meetings, chamber fees, etc.	11,000	-
Ongoing training & new staff training	4,000	-
Subtotal	20,000	-
Total Budget	249,640	90,000

#AllinForKids

Reduce crime using key components through school-wide, targeted programming,
and case management services

Communities In Schools of Benton-Franklin (CISBF) EIN: 81-0846103

Executive Director: Lupe Mares, MSW ph: 509.967.6077 Email: lupem@cisbentonfranklin.org

Overview of Agency: CIS is a national organization founded in 1977 working inside schools, full-time, building relationships that empower at-risk students to stay in school and achieve in life in 2,300 schools and community-based sites. Communities In Schools serves 1.5 million young people and their families every year. The local affiliate was founded in December 2014 and began in 10 schools. CISBF uses the national model for delivering Integrated Student Supports ensuring partnership with schools by providing case management for at-risk students and families in 21 schools across 4 Benton-Franklin school districts. Working with schools and community, we build relationships with students and their families to connect and provide them with needed supports to achieve academic success. Coordination of school-wide activities support all students and strengthen the culture of success.

Program Description: Communities In Schools of Benton-Franklin seeks to reduce and eventually eliminate gang and other criminal activity for young people in Benton County. This program will continue to target youth who have or are at risk of dropping out of school and connect them with an advocate and other resources to become productive adults.

Our program is evidence-based and successful because we provide case management in which we deliver a system of Integrated Student Supports through tier 1, 2, and 3 services. Tier 1 or whole-school interventions are typically designed to impact most students and are school-wide prevention strategies. Tier 2 or small-group targeted interventions are developed for students with similar behaviors. Tier 3 or intense and individualized supports are often provided by professional counselors, social workers and mental and medical health agencies.

CISBF collaborates with their school building and the community to increase awareness among students and their families.

This program will target at-risk students (Free and Reduced lunch percentage) at the following schools: KSD Amistad (92.4%), Eastgate (90.7%), Westgate (90.9%) and Highlands (81.5%), RSD - Marcus Whitman (78.3%) and Jefferson (75.6%). Our Site Coordinators are currently partially funded by KSD and RSD at around 67-75% of the total cost. We are looking to fully fund these six sites with our youth of highest needs.

The CISBF site coordinator will collaborate with the school team at each school served to complete a CIS school-wide and student needs assessment. The needs assessment focuses on the students who are chronically absent and/or have poor grades, behavior, and basic needs that must be addressed to support student success. We believe that bridging this gap for at-risk youth will prevent them from participation in gang and other criminal activities.

Our mission is to surround students with a community of support, empowering them to stay in school and achieve in life.

Website: bentonfranklin.ciswa.org

AllInForKids

Communities In Schools of Benton Franklin
PUBLIC SAFETY SALES TAX 2019-2020 REQUEST BUDGET

DESCRIPTION (6 SITES TOTAL FOR 2 YEARS)	TOTAL BUDGET	2019-2020 PSST FUNDING REQUEST
PERSONNEL COSTS * 6 Site Coordinators (Funded 68% by schools)		
Site Coordinator Salary	\$ 430,560.00	\$ 137,779.20
Site Coordinator Benefits	\$ 129,324.00	\$ 41,383.68
Site Coordinator Programing Costs	\$ 78,180.00	\$ 25,017.60
Subtotal	\$ 638,064.00	\$ 204,180.48
AGENCY COSTS (Funded 68% by schools)		
Fingerprinting	\$ 450.00	\$ 144.00
Office Supplies	\$ 270.00	\$ 86.40
Marketing Materials (Banners, signs, posters, brochures, etc.)	\$ 1,111.08	\$ 355.55
Dues/Subscriptions (Payroll system, time management system, donor management system)	\$ 4,222.32	\$ 1,351.14
G&L Insurance	\$ 1,555.56	\$ 497.78
Professional Fees (Bookkeeper, auditor, 990 tax Preparer fees, etc.)	\$ 7,555.56	\$ 2,417.78
Supplies/Activities (Technology, staff recognition, meetings, meals, printing, etc.)	\$ 2,233.32	\$ 714.66
Recruitment/Orientation (Onboarding)	\$ 500.00	\$ 160.00
Initial Training/Professional Development (Beginning of year training, ongoing professional development & associated travel)	\$ 6,000.00	\$ 1,920.00
Data Management/Verification	\$ 400.00	\$ 128.00
Supervision/Evaluation	\$ 600.00	\$ 192.00
Special Event Expenses (Fall Gala & Spring Event)	\$ 6,667.08	\$ 2,133.47
Executive Director	\$ 34,403.52	\$ 11,009.13
Development Director	\$ 28,844.40	\$ 9,230.20
Mileage	\$ 5,111.16	\$ 1,635.57
Subtotal	\$ 99,924.00	\$ 31,975.68
TOTAL COST FOR 6 SITES X 2 YEARS	\$ 737,988.00	\$ 236,156.16

Proposal

Title of program or project

Kiona-Benton Crime Prevention Program (KBCPP)

Executive summary of program or project

The Kiona-Benton Crime Prevention Program (KBCPP) seeks to reduce and eventually eliminate gang and other criminal activity for young people age 14-21 in the Benton City area of Benton County. Specifically, the project will target young people who have dropped out of public school or who are in danger of dropping out of school and connect them with an advocate to help them access necessary mental or medical health, educational, vocational resources so they can become a productive adult. We believe that bridging this gap for our at-risk youth will prevent them from participating in gang and other criminal activities.

Purpose and need for the program or project

The purpose for this project is simply to help us continue to keep young people engaged in progressing toward becoming productive adults instead of taking situational detours that can get them and our community in trouble. In September 2004, Jordan E. Castillo, then 14, stabbed and killed a beloved teacher and coach, Bob Mars as an initiation act for the MSP (Mexicans Stand Proud) gang in Benton City. In December of 2007, Joshua Tucker (then 16) and Donald Schalchlin (then 15) fatally stabbed Donald's 13-year-old sister Elizabeth Schalchlin and his 41-year-old mother Ellen Schalchlin. In September of 2013, 19-year-old Noel Gonzalez and 18-year-old Noah Matlack of Benton City were charged with the stabbing murder of 55-year-old Mike Edwards. These three examples are of young people in the boundaries of the Kiona-Benton City School District in Benton City, Washington who fell off the "radar" of what mainstream education services have to offer and tumbled into the consequences for poor choices influenced by gangs or friends. These are doubly tragic not only because people lost their lives but in that the perpetrators also in a real sense lost their lives from incarceration. We want to stop this waste. Only the 19-year-old mentioned above was currently enrolled in school – the rest had dropped out. We wanted to establish a safety net that captures and engages the population of young people that drop out, drug out, or don't care and get involved in gang and other criminal behavior. We needed a "jump start" to provide such a support in our community. The logical place for us to approach this was through the schools. The State of Washington did not support such activities so we approached Benton County to help us fill in this important gap.

During the past two years, we have received modest support from the County in establishing a successful student support program at our high school in Benton City. Over that period, over 60 students have received the help in their lives that have assisted them to stay in school and on track to graduation. This has included dealing with issues of homelessness, drug use, family crisis intervention, and access physical and mental health services. We have established a GED program in Benton City for older students who are hopelessly behind in their high school career so they have quick pathway to a college education. In addition, we have conducted two sessions of parenting classes for the families of these youth. Finally, this program has coordinated

Kiona-Benton City School District

valuable training for our teachers in working with children impacted by trauma (ACES in Education).

To say that the support from the county for this program has been valuable is an understatement. We normally do not have access to programs like this because of our rural status while living so close to the Tri-Cities. It is assumed that we can easily access similar services available close by. That is simply not the case. This has proven to be an essential service in keeping our young people engaged and off the streets. We have been able to couple this support with other new state legislative measures to make this program an essential life-changer for many of the young people in Benton City.

We would respectfully ask for continued support as follows:

\$43,360.00 for the 2019 fiscal year and \$45,528.00 for fiscal year 2020 (5% increase for inflation). This would include salaries, benefits, and supplies to support the activities of this program listed above.

We are extremely grateful that Benton County has invested in our crime and gang prevention program and seek to continue that support.

Ki-Be Crime Prevention Program

Kiona-Benton City School District

PUBLIC SAFETY SALES TAX 2019-2020 REQUEST BUDGET

DESCRIPTION	TOTAL BUDGET	2019-2020 PSST FUNDING REQUEST
Staff 1 salary and benefits / Site Coordinator	\$ 78,638.00	\$ 78,638.00
Staff 2 salary and benefits / Grant Manager	\$ 8,260.00	
Equipment & supplies	\$ 1,025.00	
Training	\$ 2,050.00	
Payroll Processing	\$ 615.00	
Facility Costs	\$ 2.00	
Travel Reimbursement	\$ 550.00	
Parenting Class Costs	\$ 10,250.00	\$ 10,250.00
TOTAL PROGRAM EXPENSES	\$ 101,390.00	\$ 88,888.00

Exhibit A

Title of Program

Gang Crime Prevention and Intervention through Mirror Ministries Human Trafficking Outreach and Intervention

Executive Summary

Mirror Ministries provides much needed outreach, prevention and intervention with at-risk populations, specifically those persons victimized, or at threat of being victimized by, domestic sex trafficking. These vital programs are delivered through our highly qualified Sex Trafficking Advocates to increase public safety.

Currently, well over 100 victims of sex-trafficking have been served by a Mirror Ministries' Sex Trafficking Advocate. More than a third of these clients have been affiliated with a gang in their trafficking. Mirror Ministries Advocates play a crucial role in the interruption of gang activity and violence through education, intervention and advocacy. We need to continue to reach further into the community and bring services to currently unreached populations through the addition of a full time human trafficking advocate.

Mirror Ministries is requesting a grant from the Benton County Gang and Crime Prevention Initiative of \$65,000 annually to continue our Outreach and Intervention in Benton County. This funding represents one third of our personnel expenses utilized in our outreach and intervention programs (\$55,000 salaries, \$5,000 benefits), as well as some funds to pay for the materials utilized in the outreach and intervention (\$3,600 printing and copying, and \$1,400 tech for presentations). These funds will be utilized in Benton County. We have other sources of funding to supplement the Franklin County needs.

Name, Purpose Mission and Vision of Mirror Ministries

Mirror Ministries, a 501(c)(3) non-profit organization incorporated in Washington State, was founded in 2014 and operates in Benton County. Mirror Ministries is a heavily volunteer-run organization whose board and staff are committed to its mission to respond to domestic sex trafficking with the love of Christ through local education, intervention, restoration, and aftercare.

We do this through offering quality sex trafficking awareness, education, and trainings for local agencies, businesses, and schools, and offering intervention, and advocacy support for victims in partnership with local agencies, businesses, and law enforcement.

Mirror Ministries values respect, empowerment and empathetic care for human trafficking survivors and victims. In essence, this means that our volunteers and staff walk alongside survivors to empower them as they walk the long road to healing, recovery, and stability.

Our goal is that every survivor of human trafficking will one day be able to look in the mirror and see reflected back a person of inherent dignity and worth. Connecting survivors with quality, compassionate services, while providing avenues to connect with the community and engage society in a healthy way, is paramount to Mirror Ministries' mission.

Purpose and Need for the Program

We want to help reduce crime and make Benton County safer. Sex Trafficking, or Commercial Sexual Exploitation, is a largely unreported crime, yet we are seeing a dangerous trend. The need

Exhibit A

in our community has been well-documented in the recent stings, arrests, and news stories. Mirror has served over 100 of those victims since we began, and we are seeing about 5 new clients coming through our doors every month. Although Domestic Sex Trafficking victims come from every socio-economic background and ethnicity, our current case load of victims shows a disproportionately large percentage of victims from gang members. Statistically, over 25% of females in a gang are trafficked for sex. Internationally, the average age of entry into sex trafficking is 12-13 years old, which is the same average age of entry we have seen in the Tri-Cities. We believe the early education and intervention can help stop the growth of gang involvement and help those who have found themselves being coerced into a gang to see a way out.

In our current case load of identified victims of sex trafficking, we can identify at least a third of them were trafficked through local gangs, although not necessarily part of the gang themselves. Local gang members find selling a person repeatedly to be a more cost-efficient way of making money than selling drugs just once and having to obtain more. They have historically been less likely to be charged for sex trafficking than drug trafficking as the victims are afraid to testify against them. Gaining a victim's trust, amidst that fear, to share their story is a key element of a sex trafficking advocate's job.

Nationwide statistics show that approximately 80% of youth rescued from sex-trafficking have been part of our Foster Care system and 90% of runaways will be approached by a trafficker. These populations are also highly vulnerable to gang recruitment without intervention.

Finding these victims to offer them services has been difficult. This is a crime that is hidden in plain sight. Much of the 'marketplace' is online and thus easily moved and kept out of law enforcement's radar. We need ways to infiltrate the marketplace to be able to talk directly with the victims who are the 'product' in that market.

Although they are marketed online, victims still live in the real world, thus we need to place posters and brochures in the places they may be frequenting and offer them a hotline number they can call or text whenever they have a safe moment to ask for that help. We need to educate our community so there are more eyes and ears available to watch for the red flags that indicate someone may be a trafficking victim. We need to equip our community with tools to report what they see.

Mirror Ministries is in a unique position to educate on the dangers and warning signs, share options for a safe exit, and empower these victims to make the hard decisions that will lead them to freedom and a healthy, fulfilling life. Working together we can help keep our county safer and reduce crime through increased education/training, early intervention, enhanced reporting, and ongoing advocacy.

Detailed Program or Project Description

In order to offer sex trafficking victims a way out, Mirror Ministries operates a 24/7 sex trafficking hotline 1(509)212-9995. The hotline is answered by a trained advocate. The first quarter of 2018 has seen over 126 phone calls on the local hotline. There is always someone ready to respond to an urgent call and show up in person when needed.

Mirror is partnering with Seattle Against Slavery to run a software platform that will allow us to reach out on internet platforms to send text messages to potential victims about services available

Exhibit A

if and when they would like to reach out for help. This exciting new partnership will allow us to go directly to that hidden 'marketplace' to talk to them.

Mirror is doing 'street outreach' to reach homeless & runaway youth (and adults) that are/or are at risk of being trafficked. We are connecting directly with foster kids and those that are in charge of their care. These particular populations are at high risk for both Gang recruitment and sex trafficking. In the first 3 ½ months of 2018 we have seen 21 new victims of sex trafficking come through our doors for services. *We would aim to see at least 30 new victims identified each year in 2019 and 2020.*

Mirror Ministries brings sex trafficking education and training to local schools, businesses, and agencies. (Last year we did over 120 trainings, and so far for 2018 we have already done presentations to 41 different schools and agencies.) This allows for earlier identification and intervention for victims; as staff and students are made aware of the warning signs and the help available, more victims are brought forward to receive services. As victims have earlier intervention, they are likely to commit less crime under coercion from the trafficker, and they will not be formed into traffickers themselves (a common trafficking tactic). Education of the greater population prevents sex trafficking, which decreases the potential victim pool. As people become aware of the tactics used by traffickers and gangs, new crimes/victims will be prevented. *We aim to bring training/education to 80 or more schools, businesses, and agencies in Benton County annually.*

Human trafficking awareness training for businesses has brought more cooperation with law enforcement and more suspected activity and viable tips being reported clearly. Mirror Ministries is available as a resource to law enforcement in Benton County and each city therein. Victims respond more expediently to an advocate that they can trust; that trust takes time to build. Having an advocate to whom officers can confidently entrust a victim for ongoing services in a complex situation reduces their Out of Service time. Each victim's written statement, achieved through the relationship with the advocate, usually points to multiple traffickers who are trafficking multiple victims each. This evidence is crucial for Prosecutors to build strong cases against an otherwise hidden crime. This results in more cases prosecuted and fewer criminals on our streets.

Mirror Ministries is an active member of Tri-Cities Coalition Against Trafficking, a local coalition consisting of law enforcement, legal system, and social service agencies. We also are active members of several state and national networks for survivor services for victims of sex trafficking. Mirror is working closely with Benton County DOC, Law Enforcement, SARC, My Friend's Place, Juvenile Detention, TC-UGM's Women's Shelter, Tri-City You Medical and Hope Medical, local schools, and other agencies to identify human trafficking victims among their clients and provide advocacy services. This extends the reach of their organizations and our outreach as we work together towards education, intervention, and restoration.

Previous Work

Mirror Ministries programs and services are provided and delivered by highly trained advocates and volunteers. Thanks in part to the ongoing funding from Benton County Gang Crime Prevention, we have been able to serve over 100 victims of sex trafficking in our area. Mirror Ministries Local Sex Trafficking Hotline served over 400 phone calls in 2017 and has answered 126 in the first quarter of 2018. The hotline 1(509)212-9995 is answered 24/7 by a trained advocate.

Exhibit A

Last year our Education and Intervention for sex trafficking victims reached over 120 local schools, businesses, and agencies. In the first 4 months of 2018 we have done 41 local trainings.

We also provide Restoration for survivors of sex trafficking through our Mirror Ministries Outreach Center (MMOC). Our sex trafficking advocates provide intensive case management and walk a new client through reporting to law enforcement (if they are ready and willing), hospital rape kit, safety planning, safe shelter and basic necessities, and connecting them to the variety of therapy options at the MMOC. We offer Survivor Support groups, Counseling, Music Therapy, Art Therapy, Yoga, Cooking classes, piano and guitar, fun workshops, Success class, help with education and employment as well as basic life/coping skills. Our programming is survivor led through our clients requesting the services they see as beneficial in their healing.

Mirror Ministries has been working in our community since December 2014.

Previous Grants & other funding

Previous grants have been received through Women Helping Women Fund Tri-Cities, Columbia Community Church, Hope Outfitters, SAFE in Washington, and Wheatridge Foundation crowd-funding. Current grants are being sought from the Women Helping Women Fund Tri-Cities, The United Way, Franklin County, local civic clubs, and societies. The majority of Mirror's funding is through individuals, churches and businesses that are regular contributors.

Mirror Ministries provides all services and programs at no charge to clients/victims. 100% of this grant will be utilized in Benton County. We have well vetted and trained community volunteers to expand our program's reach and budget. Mirror Ministries is a stalwart steward of donated and grant funding. Programs are supported by a number of community partners, many of whom supply in-kind, budget off-setting, donations of goods and pro-bono professional services. This allows Mirror Ministries to maximize the return on donor investments.

Mirror Ministries Human Trafficking Outreach and Intervention

MIRROR MINISTRIES

PUBLIC SAFETY SALES TAX 2019-2020 REQUEST BUDGET

DESCRIPTION	TOTAL BUDGET	2019-2020 PSST FUNDING REQUEST
Human Trafficking Advocate (#1) Salary and Benefits	\$ 120,000.00	\$ 40,000.00
Human Trafficking Advocate (#2) Salary and Benefits	\$ 120,000.00	\$ 40,000.00
Program Director Salary and Benefits	\$ 120,000.00	\$ 40,000.00
Staff Training and Associated Travel	\$ 25,000.00	\$ -
Office Expenses	\$ 20,000.00	\$ -
Rent and Utilities	\$ 50,000.00	\$ -
Insurance	\$ 6,000.00	\$ -
Client Relocation	\$ 8,000.00	\$ -
Client Consumables	\$ 10,000.00	\$ -
Professional Servies (Accounting, Legal, Web-Site)	\$ 8,000.00	\$ -
Advertising and Promotion	\$ 2,400.00	\$ -
Educational Resources (computer, licensing, and printing)	\$ 17,200.00	\$ 10,000.00
Web based Reach Out program SAS	\$ 14,500.00	\$ -
TOTAL PROGRAM EXPENSES	\$ 521,100.00	\$ 130,000.00



From the desk of Karen Brockman

Proposal

Meet Washington State licensing requirements for staffing and community outreach for My Friends Place-Homeless Youth Shelter and 24 hour drop in Center

Program Description

My Friends' Place is Southeastern Washington's first safe overnight Teen Shelter and 24 hour drop in center for homeless teens. My Friends' Place had its ribbon cutting ceremony on November 30, 2011 and is currently providing immediate basic human survival needs for youth on the streets. Warm meals, showers, laundry, and a safe place to rest, for youth ages 13 through 17. Dedicated staff, volunteer mentors, and intensive case management assist the teens in accessing long term solutions including family reconciliation services, transitional living arrangements, educational programs, job training, and help with mental health or chemical dependency.

My Friends' Place also provides dinners, showers, homework help, laundry facilities, clothes, school supplies, and access to community services to any homeless youth who just use our drop in service and in 2017 we served 172 of them.

Need for the Program

Homeless street youth in Benton County commit many crimes while trying to meet their basic needs. When teens are without housing, food, clothing and guidance many resort to trespassing, thefts, burglaries, assaults and in one case a murder. Homeless youth are easily exploited (sexually and physically) and seek to find a place to belong feel safe. All too often that is in association with streets groups/gangs.

Demographics of the youth in overnight shelter in 2017

62% of youth served this past year were female. 3% of our population identified as LGBTQ youth, 97% were American citizens. 41% self-identified as Caucasian, 24%



From the desk of Karen Brockman

Hispanic, 13% African American, with 1 El Salvadorian National, 1 Guadeloupean National and 1 Arabic youth.

Gang involved street youth in 2017

In 2017 we housed 14 acknowledged gang members. While we know the numbers who we provided basic needs are much higher, we only count those who acknowledge their affiliation. Of the 68 youth who stayed with us all had exposure to gangs on the street before coming to the shelter. We removed 30 street kids, those who have had substantial time on the streets. Case managers were able to engage these gang members and get them back into school with provided services. Case managers worked quickly to locate community support and family options for these gang affiliated youth.

Outcomes in 2017

Every parent is notified their child has been located and brought into our shelter. Out of the entire population of homeless youth at our shelter, 33 of those youth were reunited with their parents, eventually. Intensive case management services were used to get these families reconnected. 14 of these youths located individual housing after turning 18 and being required to leave our facility. 12 of the homeless youth located jobs as well as continuing to attend school. 2 youth entered drug treatment facilities and 1 entered job corp.

According to OSPI and Washington Kids County Teen Homelessness has steadily increased over the past 9 years. Without being able to accommodate the number of teens on our streets Benton County will face a larger problem with criminal activity and protecting public safety. On April 19th, 2018, the State of Washington announced that homeless teens in Washington is the highest it has ever been.

kidscountwa.org/state-of-washingtons-kids-2016,

www.k12.wa.us/Communications/PressReleases2018/HomelessnessIncrease.aspx



From the desk of Karen Brockman

Challenges faced, opportunities/issues the program seeks to address

Meeting Washington State licensing requirements for staffing and community outreach for My Friends' Place-Homeless Youth Shelter.

Benton County has been fortunate to be able to offer a solution to teen homeless and public safety issue by contributing to My Friends' Place. We can provide 20 beds for local homeless teens. However, due to licensing restrictions unless we can hire additional staff the State Licensing Agency will not allow us to house more than 8 with our current number of employees. We have previously been able to house double that number of youth, with no censure.

However, we have been notified by the State that we are now required to double our staffing when we have over 8 youth (we always have more than 8) This staffing requirement makes it essential to increase the financial assistance of the Public Safety Tax funding. With the current licensing restriction, we cannot possibly supplement the additional funds needed to meet the number of street youth that we currently assist. Each youth that we keep off the street and provide housing, food and assistance is stopping criminal activity they will engage in or be the victims of.

With the \$50,000 a year received from Benton County Public Safety tax money we have been able to keep kids off the streets and not engaging in criminal activity therefore, assisting in providing community safety. Without the Homeless Teen Shelter these kids would be without shelter, food and basic care, and on the streets committing crimes or engaging in criminal activity or become a victim of a crime. With stricter State licensing requirements are now being enforced which make it necessary to increase the amount of funding required to operate the shelter and increase street outreach. Demand of the shelter grows each year as we are able to reach more street youth in need of services, using case managers and street youth who have already been removed from the streets



From the desk of Karen Brockman

Budget (including any leveraged funding from other sources)

We are requesting an additional \$200,000 annually to provide staffing to meet state requirements and increase operating cost. State licensing for overnight teen shelters require a minimum Bachelor level staffing. My Friends' Place needs to hire 4 staff to provide minimum shelter coverage now required by the state. 1 shift supervisor and 4 shelter staff. We are being required to add additional staff covering each of the evening, morning, and weekend shifts to maintain and increase the level of service we are currently providing. Additionally, a second case manager and street youth outreach workers are needed to handle the increasing number of homeless teen accessing the shelter. Safe Harbor also has an outstanding balance on My Friends' Place facility, a one time request for \$132,000 to pay off the mortgage to help provide long term program stability is also requested.

Other Funding

Currently our shelter supplements county funding with community donations. Safe Harbor operates a thrift store to serve the community (and "profits" support Safe Harbor programs and My Friends' Place) and has an active Board of Directors that holds three major fund raising event each year. Between these events and community donations we have been able to keep the doors of the shelter open.

Each youth that we keep off the street and provide food and assistance is stopping criminal activity they will engage in or become the victims of.

RESOLUTION


2018 697

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, SHERIFF PATROL DEPARTMENT NUMBER 121 .


BE IT RESOLVED, by the Board of Benton County Commissioners, that 2017-2018 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this 2 day of Oct., 2018


Chairman of the Board


Member


Member

Attest: 
Clerk of the Board

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

RESOLUTION

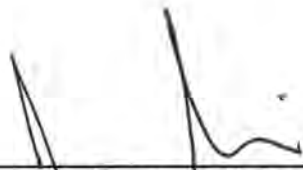
2018 698

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 112.

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


Dated this 2 day of Oct, 2018



Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

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

cc: Dept; Auditor; File, LSK

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
512.400	1659	LPAIII	\$ 8,000.00	512.400	1905	Temporary help	\$ 8,000.00
TOTAL			\$8,000	TOTAL			\$8,000

Explanation:

We had an employee resign and hired a temporary part-time employee and need to fund that line item

Prepared by:

Date:

Approved



Denied



Date: 10-2-2018


_____ Chairman


_____ Member


_____ Member

RESOLUTION 2018 734

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS & GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES FOR KENNEWICK CLUB OPERATING COSTS AND EQUIPMENT

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to “improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts”; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and


WHEREAS, during a Special Board Meeting held on May 3, 2018, Boys & Girls Club of Benton and Franklin Counties submitted a Kennewick Club Operating Cost and Equipment proposal in the total contract amount not to exceed \$500,000.00 for 2019-2020; **NOW, THEREFORE**

BE IT RESOLVED, the amount not to exceed \$500,000.00, the 2019-2020 Boys & Girls Club Kennewick Club Operating Cost and Equipment budget, has been approved by the Board of Benton County Commissioners; and

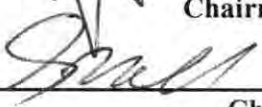
BE IT FURTHER RESOLVED each monthly payment will be made payable to Boys & Girls Club of Benton and Franklin Counties, and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2019 and expire December 31, 2020.


Dated this .. 16 .. day of .. Oct .., 2018



Chairman of the Board



Chairman Pro-Tem



Member

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and BOYS & GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES, a Washington nonprofit corporation, with its principal offices at 2110 W. Henry Street, Pasco, WA 99301-4503, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Kennewick Club Scope of Work; and
- c. Exhibit B, Kennewick Club 2019-2020 Budget;
- d. Exhibit C, Kennewick Club Equipment Needs; and
- e. Exhibit D, Kennewick Clubhouse Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2019 and shall expire on December 31, 2020. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR for the Boys & Girls Clubs of Benton and Franklin Counties Kennewick Clubhouse is set forth in Exhibit "A, Kennewick Clubhouse Scope of Work", which is attached hereto and incorporated herein by reference. The Kennewick Clubhouse is located in the middle of a neighborhood that is facing many challenges, serving low-income, at-risk students within walking distance of Park Middle School, Kennewick High School, and Amistad Elementary School.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material,

labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall confer with the COUNTY monthly during the progress of the services performed. In addition, when requested by the COUNTY, the CONTRACTOR shall prepare and present status reports in the form of Exhibit "D, Kennewick Clubhouse Measurables" demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Brian Ace
2110 W. Henry Street
Pasco, WA 99301-4503
Phone: (509)543-9980
Email: brian.ace@kidexpert.org

- b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone : (509)222-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit "B, Kennewick Club Budget" and Exhibit "C, Kennewick Club Equipment Needs" which are attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2019, through December 31, 2020, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed four hundred thousand dollars and zero cents (\$400,000.00), and on the amount of expenses set forth in Exhibit C in an

amount not to exceed one hundred thousand dollars and zero cents (\$100,000.00), for a total contract amount not to exceed five hundred thousand dollars and zero cents (\$500,000.00).

- b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.
- c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B and Exhibit C, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the

COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

8. **INSURANCE**

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

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

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

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

The commercial general liability policy will contain an

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

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

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

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

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

d. **Other Insurance Provisions:**

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

CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this

agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

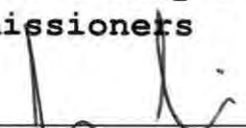
CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose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


- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2019.

Dated: 10-16-2018

Benton County Board of Commissioners


Chairman


Member


Member

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

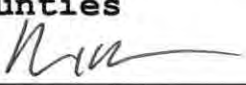
Attest: 
Clerk of the Board

Approved as to Form


Civil Deputy Prosecuting Attorney

Dated: 10/4/18

Boys & Girls Clubs of Benton and Franklin Counties


Signature

Executive Director
Title:

Brian Ace
PRINTED NAME



**BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES**



GREAT FUTURES START HERE.

Changing **Futures** Through **Impactful** Programs **Kennewick Clubhouse**

ORGANIZATIONAL BACKGROUND

The **Boys & Girls Clubs of Benton and Franklin Counties (BGCBCF)** is committed to empowering all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. Since 1996, BGCBCF has helped thousands of local children claim great futures through our award-winning programs and life-changing mentorships. Consistent with our values of **Respect, Integrity, Stewardship, and Passion for Youth**; we provide a broad range of programs and activities focused on our priority outcomes of Academic Success, Healthy Lifestyles, and Good Character and Citizenship.

ORGANIZATIONAL DEMOGRAPHICS

Our organization offers 14 locations throughout Benton and Franklin Counties at this time; these include four traditional drop-in Clubs, six afterschool childcare locations at Pasco elementary schools, two preschools, and two teen parenting partnerships. We currently serve over 2300 members annually between the ages of 0-18 years. 70% of our members are of minority races of ethnicities and 60% qualify for free or reduced school lunch.

A fifth traditional Clubhouse is currently under construction and is anticipated to open in December of this year in Kennewick. Our traditional Clubhouses intentionally operate in at-risk neighborhoods where there is a great need for positive afterschool programming. These Clubhouses are open to all youth ages 6-18 years. Membership rates are \$20 per year for grade school youth and free for teens removing any financial barrier associated with accessing programs.

KENNEWICK CLUBHOUSE: A RESOURCE FOR YOUTH AND FAMILIES AT-RISK

Our Clubs are committed to serving all youth, *especially those who need us most*. We have identified a neighborhood in Kennewick that is in desperate need of a Boys & Girls Club. In a ten-block area located near Park Middle School, more than 900 school-age children and teens live in thirteen Section 8 apartment complexes and surrounding homes. The neighborhood is the most diverse in our community, with more than 70% of residents being youth of color and over 20 different languages spoken. Over 93% of the families in this area qualify for free or reduced lunch. The challenges that come with poverty – lower academic performance, chronic absenteeism, underemployment, increased crime, and housing and food insecurity – abound in this neighborhood. We know our Clubhouse will help break the cycle of crime, poverty, and hopelessness that has plagued this area.

The State of Washington contracted with researchers from Arizona State University in 2015 to assess the scope and nature of the gang problem in Benton and Franklin Counties. The assessment found that the area near Park Middle School in Kennewick had two of the three notable disadvantage components that constitute areas of

higher gang activity. This neighborhood has a significantly higher proportion of young male renters and of socio-economic familial disadvantages.

The authors also interviewed detained youth from Benton and Franklin Counties. Youth that were involved with a gang were much more likely to be in fights and carry illegal weapons. The assessment also notes that **respondents reported that they first started “hanging out” with, or joined the gang at about 12 years of age.**

The Kennewick Clubhouse is located in the middle of a neighborhood that is facing a multitude of challenges. The Kennewick Clubhouse is within walking distance of Park Middle School, Kennewick High School and Amistad Elementary, sitting right in the center of the three. The Boys & Girls Clubs of Benton and Franklin Counties intentionally constructed a Club in an area where we could most benefit the community for the first time in the organization’s history.

Since 1996, Boys & Girls Club has helped thousands of local children claim great futures through our award-winning programs and life-changing mentorships. Clubs have long been the answer for children and teens throughout the Tri-Cities area that need a safe and caring place to be during the critical after-school hours that would otherwise find them at home alone or on the streets. We know we are making a difference. *54% of Club Alumni say that the Boys & Girls Club saved their life.*

The Kennewick Clubhouse will be open more than 250 days a year—on weekdays after school, and during the summer months when youth have free time and need positive, productive outlets. This new Clubhouse will offer youth a support system of caring adults and mentors that become a consistent positive influence in their lives, walking beside them on their way to a great future.

NOT A CHALLENGE, BUT AN OPPORTUNITY

The Tri-Cities Gang Assessment states that the top reasons that local youth join gangs include protection, to make friends, to belong, and to make money. The assessment recommends a holistic approach to addressing community gang problems that includes prevention, intervention and suppression.

Boys & Girls Clubs are the opposite of a gang, though we provide many of the benefits that gang members are searching for. At the Club, we provide youth a sense of belonging, usefulness, influence, and competence. This is our Youth Development Strategy. Criminal street gangs provide these same opportunities to youth, but in a way that damages the framework of our society rather than building it up. The Kennewick Boys & Girls Club will definitely be a place where youth will belong and make friends. It is a place where children, teens, and their families can rest assured knowing they are safe and protected. The Club is a resource to the community, offering positive and empowering programs for no more than \$20 per year.

Our Clubs have a history of changing the trajectory of at-risk youth by engaging them in impactful and empowering programs. The Boys & Girls Club is a lot more than a safe, supervised location, though that is an important part of who we are. We do not just want to provide Kennewick youth with a place to go – we also want to encourage them to grow and flourish in life. When children and teens visit our Kennewick Clubhouse, they will be provided with the tools and relationships needed to excel academically, lead a healthy life and grow into a productive and caring citizen.

Academic Success means that we are committed to keeping our Club members on track to graduate. We will help them every day with their homework and work hard to get them back in school if they drop out. We will help them prepare for college, trade school, military or employment.

Healthy Lifestyles means encouraging our youth to take care themselves. Modeling and teaching healthy lifestyles is important at the Club. These youth will learn to eat healthy and stay active through fun activities, as well as make healthy lifestyle choices to protect their futures.

Good Character and Citizenship is teaching our kids that they can make a difference in their community. We believe in them and, because of this, we hope they will begin to believe in themselves. Our Club members will be active in the community as volunteers and become leaders in their school and/or social circles.

Central to all activities are relationships with positive and caring adults. Our team of supportive professionals will be there to walk beside these children and teens. They will empower them daily to be the best they can be. Our Club members will always have an advocate and mentor, regardless of where they come from.

Our local Clubs have helped many prior gang members like Jose who have made some poor decisions, but are learning to be better citizens. Jose was involved in a gang and abusing drugs while in middle school. He got into some serious trouble with the law that caused him to re-evaluate his life. Jose left the gang and came to the Club. Being involved in leadership activities like Keystone Club helped him turn his life around. Jose loves making a positive difference in his community and inspiring other to do the same. This year, Jose was elected President of one of our Keystone Clubs. He now believes he can do something great, because our Clubs have shown him he can. This year Jose was awarded the title of Main Branch Youth of the Year.



OPEN THE DOOR OF OPPORTUNITY FOR YOUTH – INVEST IN OUR PROGRAMS:

The community has enthusiastically joined our mission and provided the resources necessary to build this new Clubhouse. We were honored to be joined by community leaders, stakeholders, and businesses to secure the \$5.1 million needed to make this Clubhouse a reality.

Like us, they know that this Clubhouse will save the lives of children and teens who are struggling and overcoming great challenges in this area of Kennewick. It will cost over \$500,000 each year to serve hundreds of children and teens daily at this Clubhouse. **We ask that Benton County Gang and Crime Prevention Initiative to assist in investing in proven programs and interventions by funding \$200,000 each year.** These funds will support the cost of staffing, training, equipment and supplies to ensure that gang and crime prevention and intervention is delivered to an at-risk population by trained and caring professionals in our Club. It will guarantee that our doors are open in order to serve those youth who need us most.

Although we will have successfully raised the funds necessary to construct the building, we will also need approximately \$200,000 in equipment and furnishings to prepare the Club to serve youth. Tables, chairs, game tables, storage cabinets, computers and kitchen appliances are all necessary for staff to effectively implement program to youth at risk. **We ask that Benton County Gang and Crime Prevention Initiative to assist in investing in proven programs and interventions by funding \$100,000 in 2019 to successful equip this new Club for success.** These funds will support the material and equipment costs to ensure that gang and crime prevention and intervention is delivered to an at-risk population by trained and caring professionals in our Club. It will guarantee that our doors are open in order to serve those youth who need us most.

Kennewick Club Operating Cost Comparisons

	Branch Budget	Benton County Funding Request
Building Square Footage	23,000 Sq. Ft.	23,000 Sq. Ft.
Enrollment Capacity	260 Cap	150 Youth
6000 · Personnel expenses	\$400,000.00	\$150,000.00
7000 · Non-personnel expenses	\$5,000.00	\$0.00
7100 · Supplies	\$20,000.00	\$10,000.00
7200 · Occupancy expenses	\$35,000.00	\$15,000.00
7300 · Training expenses	\$10,000.00	\$4,000.00
7400 · Program Expenses	\$30,000.00	\$12,000.00
7450 · Grant Expenses	\$5,000.00	\$5,000.00
7500 · Vehicle Expense	\$5,000.00	\$3,000.00
7550 · Insurance	\$3,000.00	\$1,000.00
7600 · Misc expenses	\$1,000.00	\$0.00
7650 · Professional Fees	\$1,000.00	\$0.00
7700 · Capital	\$10,000.00	\$0.00
Total	\$525,000.00	\$200,000.00

Research tells us that regular Club attendance, especially by teens, increase youth graduation, academic performance, and attendance. Regular Club attendance also increases volunteerism and civic engagement, while simultaneously decreasing risk behaviors such as teen pregnancy and substance abuse. Most importantly, we know an investment in the Boys & Girls Club is an investment in the communities where we live and work. A study conducted at the University of Michigan in 2015 found that **every \$1 invested in Boys & Girls Club returns \$9.60 in current and future earnings and cost-savings to local communities.**

If any questions arise, please contact Brian Ace
at brian.ace@greatclubs.org or at (509) 316-9628

LEARN. LIVE. LEAD.



BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES



Kennewick Club 2019-2020

Description	Total Cost 2019-2020	PSST Request 2019-2020
Personell Expense - Executive Director	\$ 18,720.00	\$ 7,488.00
Personell Expense - Branch & Program Director	\$ 169,000.00	\$ 128,968.00
Personell Expense - Operations Director	\$ 12,480.00	\$ 4,992.00
Personell Expense - Grant Director	\$ 7,280.00	\$ 2,912.00
Personell Expense - Finance Director	\$ 7,800.00	\$ 3,120.00
Personell Expense - Teen Coordinator	\$ 58,240.00	\$ 29,120.00
Personell Expense - Athletic Diretor	\$ 66,320.00	\$ 36,400.00
Personell Expense - Program Staff	\$ 374,000.00	\$ 187,000.00
Benefits	\$ 108,048.00	
Travel - Mileage Ruimbursement	\$ 1,100.00	
Postage/Shipping	\$ 500.00	
Printing/Copying	\$ 2,000.00	
Office Supplies	\$ 2,000.00	
Janitorial Supplies	\$ 5,800.00	
Computer Software	\$ 800.00	
Utilities	\$ 38,000.00	
Building Maintenance	\$ 8,000.00	
Security	\$ 1,500.00	
Internet	\$ 16,800.00	
Other - Printing and Postage	\$ 240.00	
General Program Supplies	\$ 10,000.00	
Teen Program Supplies	\$ 5,000.00	
Food for Programs	\$ 80,000.00	
Incentives	\$ 500.00	
Vehicles - Fuel	\$ 2,500.00	
Vehicles - Repair/Maintenence	\$ 2,000.00	
Misc Expenses	\$ 1,500.00	
TOTAL	\$ 1,000,128.00	\$ 400,000.00



BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES



2019-2020 Kennewick Club Equipment Needs

Item	Quantity	Price	Total	PSST	Club
Foosball	3	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	
GaGa Ball Pit	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
Carpet Ball	1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	
Pool Table	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
Sofas	6	\$ 1,000.00	\$ 6,000.00	\$ 3,500.00	\$ 2,500.00
Reading Chairs	10	\$ 500.00	\$ 5,000.00	\$ 3,000.00	\$ 2,000.00
Benches	16	\$ 300.00	\$ 4,800.00	\$ 3,000.00	\$ 1,800.00
Activity Table	18	\$ 200.00	\$ 3,600.00	\$ 2,000.00	\$ 1,600.00
Activity Chairs	144	\$ 50.00	\$ 7,200.00	\$ 4,000.00	\$ 3,200.00
Computer Desks (Double)	14	\$ 300.00	\$ 4,200.00	\$ 4,200.00	
Computer Chairs	28	\$ 125.00	\$ 3,500.00	\$ 3,500.00	
Cafeteria Tables	6	\$ 1,200.00	\$ 7,200.00	\$ 7,200.00	
Restaurant Booths	2	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	
Indoor Basketball Standards	6	\$ 2,500.00	\$ 15,000.00		\$ 15,000.00
Scoreboard	1	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
Outdoor Basketball Standard	1	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00
Gym Equipment	1	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00
Outdoor Play Equipment	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	
Office Desks	5	\$ 800.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
Office Chairs	5	\$ 200.00	\$ 1,000.00	\$ 600.00	\$ 400.00
Desktop Computers	32	\$ 600.00	\$ 19,200.00	\$ 12,000.00	\$ 7,200.00
Laptop Computers	16	\$ 1,000.00	\$ 16,000.00	\$ 6,000.00	\$ 10,000.00
Laptop Storage	1	\$ 500.00	\$ 500.00		\$ 500.00
Early Learning Tablets	10	\$ 300.00	\$ 3,000.00		\$ 3,000.00
Tablet Storage	1	\$ 500.00	\$ 500.00		\$ 500.00
Flat Screen TV's	9	\$ 600.00	\$ 5,400.00	\$ 1,800.00	\$ 3,600.00
Video Game Consoles	4	\$ 500.00	\$ 2,000.00		\$ 2,000.00
Lego Robotics	1	\$ 4,000.00	\$ 4,000.00		\$ 4,000.00
Ozobot Kits	2	\$ 2,400.00	\$ 4,800.00		\$ 4,800.00
Storage Shelves	12	\$ 1,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00
Art Supplies	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Gamesroom Supplies	1	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00
Learning Center Supplies	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Teen Center Supplies	1	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
Technology Supplies	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Preschool Supplies	1	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
Preschool Furniture	1	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
Kitchen Appliances	1	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	
Washer/Dryer	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Commercial Freezer	3	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	
Kitchen Equipment and Supplies	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
			\$ 209,600.00	\$ 100,000.00	\$ 109,600.00

Boys & Girls Club Program Measurables:

KENNEWICK CLUBHOUSE MEASURABLES
Enroll at least 75 teen members by 12/31/2020.
Enroll at least 200 grade school youth by 12/31/2020
Maintain average daily attendance (ADA) of at least 30 teens, and 100 grade school youth per day during school-year program months. (January – December excluding June-August)
Teens attend Boys & Girls Club at least two days per week, on average each month during school-year program months and grade school youth 3 days per week. (January – December excluding June-August)
50 teens will participate in special events or community outreach activities each calendar year.
Ensure over 200 volunteer hours are completed by teens each calendar year.

RESOLUTION 2018 735

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS & GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES FOR PROSSER TEEN PROGRAM

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to “improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts”; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Special Board Meeting held on May 3, 2018, Boys & Girls Club of Benton and Franklin Counties submitted a Prosser Teen Program proposal in the total contract amount not to exceed \$150,000.00 for 2019-2020; **NOW, THEREFORE**

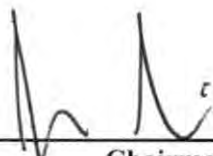
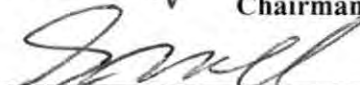

BE IT RESOLVED, the amount not to exceed \$150,000.00, the 2019-2020 Boys & Girls Club Prosser Teen Program budget, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to Boys & Girls Club of Benton and Franklin Counties, and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2019 and expire December 31, 2020.

Dated this 14 day of Oct, 2018

Attest:.....
Clerk of the Board


Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and BOYS & GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES, a Washington nonprofit corporation, with its principal offices at 2110 W. Henry Street, Pasco, WA 99301-4503, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Prosser Teen Program Scope of Work; and
- c. Exhibit B, Prosser Teen Program Budget; and
- d. Exhibit C, Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2019 and shall expire on December 31, 2020. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR for the Boys & Girls Clubs of Benton and Franklin Counties Prosser Teen Program is set forth in Exhibit "A, Prosser Teen Program Scope of Work", which is attached hereto and incorporated herein by reference. The Prosser Teen Program has seen a 40% increase in teen attendance in the past four years, and provides support to low-income, at-risk teens throughout the Prosser community to increase youth graduation, academic performance, and attendance while reducing gang involvement or potential gang involvement.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material,

labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall confer with the COUNTY monthly during the progress of the services performed. In addition, when requested by the COUNTY, the CONTRACTOR shall prepare and present status reports in the form of Exhibit "C, Measurables" demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Brian Ace
2110 W. Henry Street
Pasco, WA 99301-4503
Phone: (509)543-9980
Email: brian.ace@kidexpert.org

- b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone : (509)222-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit "B, Prosser Teen Program Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2019, through December 31, 2020, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed one hundred fifty thousand dollars and zero cents (\$150,000.00).
- b. No payment shall be made for any services performed by the

CONTRACTOR, except for services identified and set forth in this Contract.

- c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to

persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers

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

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

b. **Commercial General Liability and Employers Liability**

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

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

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

COUNTY.

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

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

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

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- d. **Other Insurance Provisions:**
1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-

compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part

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

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract.

The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters

may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received

at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

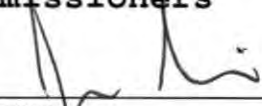
CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose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

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2019.

Dated: 10-16-18

Benton County Board of Commissioners



Chairman



Member



Member

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

Attest: 
Clerk of the Board

Approved as to Form



Civil Deputy Prosecuting Attorney

Dated: 10/4/18

Boys & Girls Clubs of Benton and Franklin Counties



Signature

Executive Director
Title:

Brian Ace
PRINTED NAME



BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES



GREAT FUTURES START HERE.

Changing **Futures** Through **Impactful** Programs **Prosser Teen Program**

ORGANIZATIONAL BACKGROUND

The **Boys & Girls Clubs of Benton and Franklin Counties (BGCBCF)** is committed to empowering all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. Since 1996, BGCBCF has helped thousands of local children claim great futures through our award-winning programs and life-changing mentorships. Consistent with our values of **Respect, Integrity, Stewardship, and Passion for Youth**; we provide a broad range of programs and activities focused on our priority outcomes of Academic Success, Healthy Lifestyles, and Good Character and Citizenship.

ORGANIZATIONAL DEMOGRAPHICS

Our organization offers 14 locations throughout Benton and Franklin Counties at this time; these include four traditional drop-in Clubs, six afterschool childcare locations at Pasco elementary schools, two preschools, and two teen parenting partnerships. We currently serve over 2300 members annually between the ages of 0-18 years. 70% of our members are of minority races of ethnicities and 60% qualify for free or reduced school lunch.

Our traditional Clubhouses intentionally operate in at-risk neighborhoods where there is a great need for positive afterschool programming. These Clubhouses are open to all youth ages 6-18 years. Membership rates are \$20 per year for grade school youth and free for teens removing any financial barrier associated with accessing programs.

PROSSER TEEN PROGRAM:

Our Clubs are committed to serving all youth, *especially those who need us most*. Right now, there is one distinct population that definitely needs us most – our local teens. Our organization has seen a 40% increase in teen membership over the past 4 years. In Prosser alone, teen membership increased 48% from 2016 to 2017 at our Boys & Girls Club. Not only are teens coming to the Club, they are coming consistently. We know that the significant increase in teen attendance is due to the funding provided through the Benton County Gang and Crime Prevention Initiative (BCGCPI).

The funds from BCGCPI allowed us to expand services to teens throughout the Prosser community. We were able to hire a full time Teen Coordinator, provide staff training to better serve this demographic, and grow the teen program. Additionally, funding from BCGCPI allowed the lease of dedicated space at an adjacent build to exclusively serve teen populations. Teen late nights at the Prosser Club have become a very popular activity over the past 2 years, reaching hundreds of local teens. We've hosted 2 late night events each month over the past several years. Some teen favorites include summer late night pool parties, cooking nights, and laser tag. These ensure that teens are in a safe, supervised and productive environment rather than being alone and unsupervised.

BCGCPI's investment has also allowed us to offer educational and experiential field trips. The Prosser teen program took 20 field trips in 2017, many of which included volunteering activities. Through these field trips, our members found that they enjoy being active in the community and giving back to those in need. Our teens enjoy visiting nursing homes and doing kind things for the public service workers of the community.

Of critical importance is the impact that this program has had, and will have, on potential gang involvement for Prosser youth. Boys & Girls Clubs are the opposite of a gang, though we provide many of the benefits that gang members are searching for. At the Club, we provide youth a sense of belonging, usefulness, influence, and competence. This is our Youth Development Strategy. Criminal street gangs provide these same opportunities to youth, but in a way that damages the framework of our society rather than building it up. The Teen Program at the Prosser Boys & Girls Club will definitely be a place where youth will belong and make friends. It is a place where children, teens, and their families can rest assured knowing they are safe and protected. The Club is a resource to the community, offering positive and empowering programs to youth at risk.



Since 2016, Prosser has been home to two of the Washington State Boys & Girls Club Youth of the Years. Youth of the Year is the highest honor and Boys & Girls Club member can receive. Youth of the Year candidates must demonstrate outstanding leadership, service, academic excellence and dedication to living a healthy lifestyle. These youth were chosen by local community leaders to represent the Boys & Girls Clubs of Benton and Franklin Counties. They then competed at the state level and were selected to represent the entire state. The 2016 Washington State Youth of the Year was Sebastian Castilleja and the 2018 Washington State Youth of the Year is Zane Castilleja.

We ended 2017 with 98 teen members enrolled in our Prosser teen program. In 2016, when we received the BCGCPI funding, we were hoping to enroll 55 teens. We were able to exceed all program measurable as defined by the grant. We also saw a significant increase in average daily attendance (ADA) which is the daily average number of teens attending Club two or more days a week. We ended 2017 with an ADA of 31 teens per day.

GREAT FUTURES START HERE:

The attendance numbers and successes of the Prosser teen program show that the investment has greatly benefited the low income and at-risk teens in Prosser. Research tells us that regular Club attendance, especially by teens, increase youth graduation, academic performance, and attendance. Regular Club attendance also increases volunteerism and civic engagement, while simultaneously decreasing risk behaviors such as teen pregnancy and substance abuse.

It is no surprise that our Prosser teen members are showing great indicators from regular attendance. Each year we survey our teens to monitor Club experience and outcomes. 76% of our Prosser members reported engaging in 60 minutes of physical activity 5 or more days per week. 95% state that they abstain from drugs and alcohol. More than 50% of our Prosser teen members state that they volunteer monthly.

Over the past two years, we have been able to grow the Prosser Teen Program to capacity with the help of the BCGCPI grant. The program is thriving and positively impacting the lives of hundreds of teens each year. The

community and youth we serve have come to expect the level of excellence we provide due to the BCGCPI grant funds. The community is grateful for the safe and productive place the Club offers and the positive teen activities presented to all local youth. This program is changing the perception of teens and shows that serving this demographic can help to reduce gang and crime rates. There is no other facility based teen program of this kind in Prosser.

At this time, the Boys & Girls Club is unable to sustain the teen program in Prosser at the current caliber without the BCGCPI grant. Now that the teen program is established with a strong reputation in the community, we believe we can use the next several years building upon our great work, market the program, and seek other funds to sustain the program. However, the teens and the community will continue to need the high quality program offerings during that time.

INVEST IN PROGRAMS OF EXCELLENCE:

The Prosser teen program has become a program of excellence that greatly benefits the community thanks to the BCGCPI grant. Teens remain a significantly underserved market in our communities. We know that their need for our services – and for a safe and welcoming place to have fun and learn life skills – is equal to or perhaps even more critical than that of younger children because of their proximity to adulthood, and the risks and temptations they face.

It is not enough to just provide teens with a safe place to go. We know they need access to high quality, professionally ran programs with caring adults. When members are immersed in an out-of-school-time environment grounded in effective youth development practices, they are more likely to acquire social and emotional skills and confidence, remain engaged in school, and make healthy life choices. For example, 73% of low-income Club members ages 12 to 17 reported earning mostly A's and B's, compared to 69% of their peers nationally. We also know that young people who regularly engage in community service are more likely to achieve optimal social, emotional, health, academic and career outcomes throughout their lives. More specifically, as a result of participating in service learning opportunities, youth are more likely to build positive relationships and work collaboratively with others from diverse backgrounds, apply the knowledge and skills they gain to improve their school performance, and increase their involvement in activities that shape community and society. We are proud that our Prosser teen members are excited to volunteer on a monthly basis.



The program is making a positive difference in our community and we cannot continue to offer it without BCGCPI's support. The Boys & Girls Club is committed to continuing the great work of the teen program by keeping membership at capacity and providing positive and effective youth activities. We will also build relationships and partnerships to sustain the program over the next several years. **We ask that Benton County Gang and Crime Prevention Initiative invest in proven programs and interventions by funding \$75,000 each year.**

These funds will support the cost of staffing, training, equipment and supplies to ensure that gang and crime prevention and intervention is delivered to an at-risk population by trained and caring professionals in our Club. It will guarantee that our doors are open in order to serve those youth who need us most.

If any questions arise, please contact Brian Ace
at brian.ace@greatclubs.org or at (509) 316-9628

LEARN. LIVE. LEAD.



BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES



Prosser Teen Program 2019-2020

Description	Total Cost 2019-2020	PSST Request 2019-2020
Personell Expense - Executive Director	\$ 4,680.00	\$ 4,680.00
Personell Expense - Branch & Program Director	\$ 20,800.00	\$ 12,480.00
Personell Expense - Grant Director	\$ 3,640.00	\$ 3,640.00
Personell Expense - Finance Director	\$ 2,600.00	\$ 2,600.00
Personell Expense - Teen Coordinator	\$ 58,240.00	\$ 43,320.00
Personell Expense - Program Staff	\$ 37,440.00	\$ 15,000.00
Benefits	\$ 19,110.00	\$ 12,000.00
Supplies - Program Supplies	\$ 6,600.00	\$ 6,600.00
Supplies - Participation Incentives	\$ 2,400.00	\$ 2,400.00
Supplies - Bus Passes	\$ 1,500.00	\$ 1,500.00
Supplies - Teen Late Night Events	\$ 9,600.00	\$ 9,600.00
Supplies - Snacks	\$ 22,500.00	\$ 13,500.00
Other - Furniture	\$ 3,000.00	\$ 1,800.00
Other - Field Trip Expense	\$ 8,000.00	\$ 4,800.00
Other - Fuel for Field Trips	\$ 960.00	\$ 960.00
Other - Rent	\$ 2,400.00	\$ 1,440.00
Other - Utilities	\$ 16,800.00	\$ 13,440.00
Other - Printing and Postage	\$ 240.00	\$ 240.00
TOTAL	\$ 220,510.00	\$ 150,000.00

Boys & Girls Club Program Measurables:

PROSSER TEEN PROGRAM MEASURABLES
Maintain no fewer than 80 teen members through 12/31/2020.
Maintain average daily attendance (ADA) of at least 28 teens per day during school-year program months. (January – December excluding June-August)
Teens attend Boys & Girls Club at least two days per week, on average each month during school-year program months. (January – December excluding June-August)
Serve 10 Other Youth Served (Non-Club Teens) a month, at teen centered Club events. (January-December)
10 teens will participate in one volunteerism activity each month.

RESOLUTION 2018 736

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND PARTNERS FOR EARLY LEARNING

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to “improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts”; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and


WHEREAS, during a Special Board Meeting held on May 3, 2018, Partners for Early Learning submitted a Building Resilience Through Family Support Program proposal in the total contract amount not to exceed \$133,814.00 for 2019-2020; **NOW, THEREFORE**

BE IT RESOLVED, the amount not to exceed \$133,814.00, for the 2019-2020 Partners for Early Learning Building Resilience Through Family Support Program, has been approved by the Board of Benton County Commissioners; and

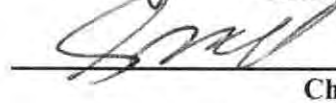
BE IT FURTHER RESOLVED each monthly payment will be made payable to Partners for Early Learning, and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2019 and expire December 31, 2020.

Dated this 16 day of Oct, 2018



Chairman of the Board



Chairman Pro-Tem



Member

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and PARTNERS FOR EARLY LEARNING, a Washington nonprofit corporation, with its principal offices at 339 Oahu Street, Richland, WA 99352, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Building Resilience Through Family Support Proposal; and
- c. Exhibit B, Partners for Early Learning Building Resilience Through Family Support Budget; and
- d. Exhibit C, Building Resilience Through Family Support Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2019 and shall expire on December 31, 2020. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR for the Building Resilience Through Family Support Program is set forth in Exhibit "A, Building Resilience Through Family Support Proposal", which is attached hereto and incorporated herein by reference. Partners for Early Learning will continue to provide home visitor support to high-risk families with young children, ages birth-five years, in high-poverty areas within the Richland School District. This program focuses on preventing gang and crime by using research-based principles to build resilience within

the family, mitigate toxic stress, promote school readiness, and connect families to community resources.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall confer with the COUNTY monthly during the progress of the services performed. In addition, when requested by the COUNTY, the CONTRACTOR shall prepare and present status reports in the form of Exhibit "C, Building Resilience Through Family Support Measurables" demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Karen Weakley
339 Oahu Street
Richland, WA 99352
Phone: (509) 430-6358
Email: karenweakley@hotmail.com

- b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone : (509) 222-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit "B, Partners for Early Learning Building Resilience Through Family Support Budget", which is attached hereto and incorporated herein by reference. Accordingly, for

the time period of January 1, 2019, through December 31, 2020, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed one-hundred thirty-three thousand eight hundred fourteen dollars and zero cents (\$133,814.00).

- b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.
- c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing services hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

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

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

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

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

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

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

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

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

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

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention,

deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids

coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

e. Verification of Coverage and Acceptability of Insurers:

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan

Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or

making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

by the COUNTY of any notice of such claim.

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an

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

27. PUBLIC RECORDS ACT

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

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2019.

Dated: 10-16-18

Benton County Board of Commissioners

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

Dated: 10/9/18

Partners for Early Learning

Signature

President

Title:

Karen Weakley

PRINTED NAME

Building Resilience Through Family Support
Proposal for 2019-2020 Biennium

Contractor: Partners for Early Learning



Phyllis Ferguson, PFEL President

Karen Weakley, Project Lead and PFEL Vice President

Executive summary of program:

- Partners for Early Learning (PFEL) will continue to provide home visitor support to high risk families with young children, ages birth-5, in high poverty areas within Benton County, primarily within the Richland School District. This prevention project will utilize research-based principles of effective parent education and support. It is designed to build resilience within the family, mitigate toxic stress, promote school readiness, and connect families to much needed resources; thus decreasing gang involvement and future crime and incarceration.

Mission of Partners for Early Learning:

- The mission of Partners for Early Learning is to ensure all children come to school with the skills and resources they need to succeed. This focus on school readiness is comprehensive, with support and interventions offered to both early care education providers and parents of young children. Our success providing professional development to early care and education providers from a variety of programs and settings, has been well documented over the past years. In partnership with Richland and Pasco School Districts, we have expanded to serve early care and education providers in both Spanish and English.
- The need to reach families of young children directly has encouraged us to broaden our scope of service delivery to include intensive parent support. To that end, we launched the Building Resilience Through Family Support project in January of 2017 in partnership with Benton County and other community agencies. We believe that parents are the first teachers of their children. However, in order to become the best teachers, they need specific, individualized support responsive to their needs. For high-risk families, such as those identified by this project, intervention must be intensive and specific. As an integral part of this intervention, parents will build connections to existing community services.

Purpose and need for the program:

- Demographics in the Richland School District have been changing drastically in the last 10 years. The poverty rate is growing faster than the enrollment rate and the number of kindergarten students coming to school ready to learn is decreasing. Secondary schools are seeing a drastic increase in students suffering from significant mental health issues. These issues often have their foundation in early childhood and strengthening parenting skills has been shown to positively impact student success and decrease antisocial behaviors and incarceration.
- PFEL has had a successful partnership with the Richland School District since its inception. In response to changing demographics, Richland School District has intentionally created access to the most high risk families through many community partnerships. These partnerships have illuminated the necessity of reaching at risk families early, establishing relationships, connecting them to community services, and providing ongoing training, parent education, and support. Since its' inception, the Building Resilience Through Family Support project has connected

successfully with 23 families in two high poverty attendance areas in Richland. We have helped families establish more positive interactions with their children, and strengthened the connection with the neighborhood school through a partnership with the principals, counselors, and Communities In Schools. We believe this intervention has reduced stress in the home, which is a major contributor to gang affiliation and criminal activity as children grow toward adulthood.

- According to research published by the organization "Fight Crime: Invest in Kids", quality early care and education programs are highly effective crime prevention tools as they cut crime and put children on the path to productive and healthy lives. Recognizing parents are their child's first teacher, this program provided individualized home visits to ensure the parents' ability to support their child's physical, social, emotional, and academic success. The focus of this support is to build resilience within the child and parent; modeling and supporting positive interactions between parent and child, increasing the child's school readiness skills, and connecting families with on-going social supports that will assist them in forming healthier attachments with their children. Research has shown that a home visiting approach powerfully impacts the lives of young children and their families. These types of home visiting programs are limited in Benton County and almost exclusively have stringent enrollment guidelines, disqualifying many families. With funding from Benton County Gang and Crime Prevention Initiative, the Building Resilience Through Family Support program will continue to deliver parent education and support to high risk families identified by our many Richland partners.

Community Need:

- Families served by the Richland School District have shown a significant increase in poverty level for the past several years. Children are experiencing higher levels of food insecurity, inadequate housing, and parental stress. Research tells us that early intervention into the lives of high risk families has a significant return on investment. Enhancing parents' ability to foster resilience in their children positively impacts the child's ability to learn and function successfully in the community.

Current Program Description:

- A contracted Home Visitor currently serves 14-16 families, visiting each family at least 3 times per month for about an hour each visit. Families may remain in the program as long as they have at least one child in the Birth-5 age range and live within Benton County. As families leave the program because of a move, family situation, or aging out, other families are referred in partnership with the school and the Communities In Schools liaison. These schools have reported a positive relationship with the PFEL home visitor project, and continue to refer families for this program.
- The focus of the home visit is to model positive interactions between parent and child as the child completes some simple learning activities. These activities are part of the READY! for Kindergarten program widely used as a school readiness tool. Since toys are tools for young children's learning, United Way has provided supplemental funding to ensure all participating families have toys and games for their children that strengthen the family by learning cooperation, sharing and turn-taking. This has been especially helpful in supporting the integration of the school age siblings in a positive way.

- Strategies for managing children’s behavior are gleaned from the Love and Logic curriculum, and discussed individually with families based on their own child’s needs. Children receive a developmental screener twice yearly; one tool focusing on general child development, and the second focusing on social/emotional development. Referrals are made to appropriate community programs as needed. Literacy is a huge emphasis, and parents report increased book reading to their children. Books have been provided by the Mid-Columbia Reading Foundation, PFEL, and United Way. A survey tool assessing parental skills/attitudes was administered after 6 months in the program, and after one year in program. The tool used, Survey of Parenting Practices (U of Idaho, 2001) was designed as a reflective tool, so there was no pre-test of parent skills. Evaluation results showed an overall increase in parenting skills on critical measures of parent success.

Lessons Learned and Proposed Direction:

- Overall the project has been successful. Families have been consistent in their participation and parents report a high level of satisfaction with the home visitor and her services. The READY! for Kindergarten program, designed as an in-class workshop for parents 3 times per year, did not lend itself easily to a home visit model. The home visitor had to create a great deal of learning content and supplementary materials were purchased to meet family needs. A new curriculum will be adopted to provide activities for parents to share with their children. A parenting curriculum will be implemented more systematically to ensure parents gain key strategies from the material.
- Organizationally, PFEL would like to expand the project to serve 32 families. This would require contracting with a second home visitor and a part-time Program Coordinator. This Coordinator would be responsible for recruitment of families, curriculum coordination, program oversight, data collection, and support skills development with home visitors. This would ensure program consistency for all families.
- The Program Coordinator will work more closely with the school district and Communities In Schools referrals to ensure that the selected families are truly able to participate in the learning. During the current project, several families in crisis mode were enrolled but unable to participate because of family disruption. When families are in constant crisis, this parent support approach is not as effective as when parents are more stable.
- PFEL will be planning additional socialization experiences in the form of monthly “play groups” for participating families. These socialization groups will meet at Richland School District’s Early Learning Center. This will get families more comfortable with the school setting and hopefully build relationships between parents over time.
- Measurables will remain similar, tracking parent skills, amount of time spent in child and parent curriculum, parent’s reading to children, and developmental screenings completed to ensure children are referred to educational and community services as needed. The same emphasis on reading to children and the same parent skills assessment will be used. Our current measurables form is attached for reference.
- In order to better align this program to the school calendar, PFEL would like to propose that the new model with 32 families begins on August 15, 2018 and ends in June, covering the regular school year period. This would maximize parent involvement and facilitate better collaboration with our district partner. This expanded model serving 32 families from August-December 2018

would cost around \$33,500, using funding from the current contract to hire personnel and purchase new curriculum.

Continuing Partnership:

- Richland School District - RSD staff will ensure that high risk families are located and referred in the target school areas: Jefferson, Marcus Whitman and 2 other high risk elementary schools. (Note: It would be highly desirable to serve families within the Kennewick School District with the expansion. Conversations will begin to see if principals/Communities In Schools liaisons in Kennewick would be interested in this partnership)
- Communities In Schools- Site Coordinators from the target schools will assist in locating families and coordinating services for these families who have older children enrolled in the target schools
- Mid-Columbia Reading Foundation-Children's books will be provided to each family to build literacy and support a positive parent-child relationship.

Our monthly reports indicate a successful program design serving high-risk families. The partnerships with Richland School District and Communities In Schools has provided valuable support for families with young children. Our focus on parent education helps families build strong foundations and affords them a resource to reach out to in times of stress as they raise their children. This investment in our youngest children will help to ensure greater success and less involvement with the criminal justice system.

Partners for Early Learning Building Resilience Through Family Support Budget 2019-2020 Biennium

Direct Expenses	Requested from Benton county	Total Cost of Program-Yr 1 & 2	Other funding sources including in-kind support	Notes
Personnel				
Two Home Visitors	94,464	94,464		2 home visitors paid at rate of \$18 per hour for maximum of 1312 hours per program year (August-June)
Program Coordinator	29,120	29,120		One coordinator paid at rate of \$26 per hour for a maximum of 560 hours per program year (August-June)
Portable Background Checks	180	180		Background check @ \$60 per individual x 3
Child Abuse Prevention Training	250	250		One time cost
Administrative Assistant	3,000	6,000	3,000	Hourly admin cost for data management. PFEL pays 50%
Materials and Supplies				
Children's Curriculum	2,000	2,496	496	Approx. 20% funded by United Way and Regional Early Learning Coalition funds
Parenting Curriculum	0	1,200	1,200	Parenting Counts materials donated from publisher
Consumables for home visits	4,400	6,400	2,000	Additional funding from United Way and PFEL
Books for Children	0	2,600	2,600	Books donated by Mid-Columbia Reading Foundation
Backpacks for Children	0	6,400	6,400	Backpacks for approx. 64 children @\$100 each-PFEL funding
Parent Assessment Tools	400	400		Parent Assessment tool
Socialization Space		1,800	1,800	Donated space from Richland School District
Socialization Supplies	0	5,760	5,760	PFEL funding
Team meeting space	0	6,000	6,000	Donated space from Richland School District
Photocopying	0	4,000	4,000	In-kind donation from Richland School District and PFEL funds
Liability Insurance	0	2,686	2,686	PFEL funding
	133,814	169,756	35,942	Amount requested from Benton County is approximately 79% of total program cost

Building Resilience Through Family Support

Partners for Early Learning
 Deliverables for 2019-2020 biennium
 to coincide with school years
 Sept-June 2018-19 and 2019-20

Monthly Data	
Number of home visits completed	
Number of children served this month:	Birth-3: 4-5: School age:
Number of families who have dropped out of the program	
Average time per visit that parent and child are engaged in children's activities	
Average time per visit that parents are engaged in parent education topics	
Percentage of enrolled families reading at least 20 minutes per day	
Number of families completing developmental screenings this month	
Number of children referred to educational programs this month:	
• ECEAP/HS/EHS	
• Special Education	
• Community toddler/preschool programs	
Number of families referred to community services this month:	
• Health/mental health	
• Basic needs	
Semi-annual Data (Jan/June)	
Percentage of enrolled families self-reporting increased competence in limit setting and positive guidance	
Percentage of enrolled families self-reporting increased understanding of their child's development	
Percentage of enrolled families self-reporting increased feelings of confidence as their child's first teacher	
End of program year data (June)	
Percentage of families receiving free/reduced lunch	
Percentage of families whose first language is not English	


RESOLUTION 2018 759

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:


IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PST
FUND NUMBER 0148101, DEPARTMENT NUMBER 117

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

Dated this 23 day of Oct., 2018



Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

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

cc: Dept., Auditor, File,

Prepared by:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 117

TRANSFER TO: Dept 117

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300.	1355	Legal Sec VII	\$3,700	515.300	3508	Computer Replacement	\$1,100
				515.300	3501	Minor Equipment and Small Tools	\$2,600
TOTAL			\$3,700	TOTAL			\$3,700

Explanation:

The line item transfer is needed in 3508 in order to purchase a printer that will aid in processing PRRs and in 3501 to purchase a small conference table and chairs.

Prepared by:

Date:

Approved Denied

Date: 10/23/18


Chairman


Member


Member

RESOLUTION 2018 760

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND COMMUNITIES IN SCHOOLS OF BENTON-FRANKLIN FOR ALL IN FOR KIDS PROGRAM

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to “improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts”; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and


WHEREAS, during a Special Board Meeting held on May 3, 2018, Communities in Schools of Benton-Franklin submitted an All in For Kids Program proposal in the total contract amount not to exceed \$236,156.16 for 2019-2020; **NOW, THEREFORE**

BE IT RESOLVED, the amount not to exceed \$236,156.16, the 2019-2020 Communities in Schools of Benton-Franklin All in For Kids Program budget, has been approved by the Board of Benton County Commissioners; and

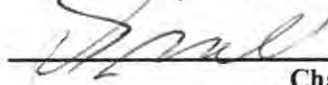
BE IT FURTHER RESOLVED each monthly payment will be made payable to Communities in Schools of Benton-Franklin, and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2019 and expire December 31, 2020.


Dated this 23 day of Oct, 2018



Chairman of the Board



Chairman Pro-Tem



Member

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and COMMUNITIES IN SCHOOLS OF BENTON-FRANKLIN, a Washington nonprofit corporation, with its principal offices at 415C Wright Avenue, Richland, WA 99352-3617, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Communities in Schools of Benton-Franklin All in For Kids Scope of Work; and
- c. Exhibit B, All in For Kids Budget; and
- d. Exhibit C, Communities in Schools All in For Kids Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2019, and shall expire on December 31, 2020. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR for the All in For Kids Program is set forth in Exhibit "A, Communities in Schools of Benton-Franklin All in For Kids Scope of Work", which is attached hereto and incorporated herein by reference. Communities in Schools of Benton-Franklin seeks to reduce and eventually eliminate gang and other criminal activity for young people in Benton County by targeting at-risk students at six schools that have the highest needs. These six schools will have a site coordinator to collaborate with the school team to address issues with chronically absent students, students with poor grades, behavior issues, or needs not being met.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall confer with the COUNTY monthly during the progress of the services performed. In addition, when requested by the COUNTY, the CONTRACTOR shall prepare and present status reports in the form of Exhibit "C, Measurables" demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Lupe Mares, MSW
295 Bradley Blvd. Suite 204
Richland, WA 99352
Phone: (509)967-6077
Email: lupem@cisbentonfranklin.org

- b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone : (509)222-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit "B, All in For Kids Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2019, through December 31, 2020, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed two-hundred thirty-six thousand one hundred fifty-six dollars

and sixteen cents (\$236,156.16).

- b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.
- c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

8. INSURANCE

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

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

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

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

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and

an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

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

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

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

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

d. **Other Insurance Provisions:**

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

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall

not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the

CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

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

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2019.

Dated: 10/23/18

Benton County Board of Commissioners

Chairman

Member

Member

Dated: 10/12/18

Communities in Schools of Benton Franklin

Signature

Executive Director

Title:

Lupe Mares, MSW

PRINTED NAME

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

Attest:

Carmel Mays
Clerk of the Board

Approved as to Form

[Signature]
Civil Deputy Prosecuting Attorney

#AllinForKids

Reduce crime using key components through school-wide, targeted programming,
and case management services

Communities In Schools of Benton-Franklin (CISBF) EIN: 81-0846103

Executive Director: Lupe Mares, *MSW* ph: 509.967.6077 Email: lupem@cisbentonfranklin.org

Overview of Agency: CIS is a national organization founded in 1977 working inside schools, full-time, building relationships that empower at-risk students to stay in school and achieve in life in 2,300 schools and community-based sites. Communities In Schools serves 1.5 million young people and their families every year. The local affiliate was founded in December 2014 and began in 10 schools. CISBF uses the national model for delivering Integrated Student Supports ensuring partnership with schools by providing case management for at-risk students and families in 21 schools across 4 Benton-Franklin school districts. Working with schools and community, we build relationships with students and their families to connect and provide them with needed supports to achieve academic success. Coordination of school-wide activities support all students and strengthen the culture of success.

Program Description: Communities In Schools of Benton-Franklin seeks to reduce and eventually eliminate gang and other criminal activity for young people in Benton County. This program will continue to target youth who have or are at risk of dropping out of school and connect them with an advocate and other resources to become productive adults.

Our program is evidence-based and successful because we provide case management in which we deliver a system of Integrated Student Supports through tier 1, 2, and 3 services. Tier 1 or whole-school interventions are typically designed to impact most students and are school-wide prevention strategies. Tier 2 or small-group targeted interventions are developed for students with similar behaviors. Tier 3 or intense and individualized supports are often provided by professional counselors, social workers and mental and medical health agencies.

CISBF collaborates with their school building and the community to increase awareness among students and their families.

This program will target at-risk students (Free and Reduced lunch percentage) at the following schools: KSD Amistad (92.4%), Eastgate (90.7%), Westgate (90.9%) and Highlands (81.5%), RSD - Marcus Whitman (78.3%) and Jefferson (75.6%). Our Site Coordinators are currently partially funded by KSD and RSD at around 67-75% of the total cost. We are looking to fully fund these six sites with our youth of highest needs.

The CISBF site coordinator will collaborate with the school team at each school served to complete a CIS school-wide and student needs assessment. The needs assessment focuses on the students who are chronically absent and/or have poor grades, behavior, and basic needs that must be addressed to support student success. We believe that bridging this gap for at-risk youth will prevent them from participation in gang and other criminal activities.

Our mission is to surround students with a community of support, empowering them to stay in school and achieve in life.

Website: bentonfranklin.ciswa.org

AllInForKids

Communities In Schools of Benton Franklin
PUBLIC SAFETY SALES TAX 2019-2020 REQUEST BUDGET

DESCRIPTION (6 SITES TOTAL FOR 2 YEARS)	TOTAL BUDGET	2019-2020 PSST FUNDING REQUEST
PERSONNEL COSTS * 6 Site Coordinators (Funded 68% by schools)		
Site Coordinator Salary	\$ 430,560.00	\$ 137,779.20
Site Coordinator Benefits	\$ 129,324.00	\$ 41,383.68
Site Coordinator Programing Costs	\$ 78,180.00	\$ 25,017.60
Subtotal	\$ 638,064.00	\$ 204,180.48
AGENCY COSTS (Funded 68% by schools)		
Fingerprinting	\$ 450.00	\$ 144.00
Office Supplies	\$ 270.00	\$ 86.40
Marketing Materials (Banners, signs, posters, brochures, etc.)	\$ 1,111.08	\$ 355.55
Dues/Subscriptions (Payroll system, time management system, donor management system)	\$ 4,222.32	\$ 1,351.14
G&L Insurance	\$ 1,555.56	\$ 497.78
Professional Fees (Bookkeeper, auditor, 990 tax Preparer fees, etc.)	\$ 7,555.56	\$ 2,417.78
Supplies/Activities (Technology, staff recognition, meetings, meals, printing, etc.)	\$ 2,233.32	\$ 714.66
Recruitment/Orientation (Onboarding)	\$ 500.00	\$ 160.00
Initial Training/Professional Development (Beginning of year training, ongoing professional development & associated travel)	\$ 6,000.00	\$ 1,920.00
Data Management/Verification	\$ 400.00	\$ 128.00
Supervision/Evaluation	\$ 600.00	\$ 192.00
Special Event Expenses (Fall Gala & Spring Event)	\$ 6,667.08	\$ 2,133.47
Executive Director	\$ 34,403.52	\$ 11,009.13
Development Director	\$ 28,844.40	\$ 9,230.20
Mileage	\$ 5,111.16	\$ 1,635.57
Subtotal	\$ 99,924.00	\$ 31,975.68
TOTAL COST FOR 6 SITES X 2 YEARS	\$ 737,988.00	\$ 236,156.16

Communities in Schools (CIS) All in For Kids Measurables

CIS Student Support Detail:

This information is logged for every student that CIS supports and will be reported monthly to Benton County in a spreadsheet that includes the information below. CIS provides support in three (3) tiers:

- Tier 1 School-Wide Services: Foster positive school climate and address school-level risk factors
- Tier 2 Group Targeted Programs: Services provided in a group setting to students with common needs
- Tier 3 Individualized Support: Students are case-managed by CIS Site Coordinators and receive services weekly

Home School	
Student ID	
Case Management Intensity Level	
Grade Level	
Entry Date	
Entered By	
Support Date	
Individual or Group	
Student Support Category	
Student Support Name	
Activity	
Tier	
Hours	

CIS Tier 1 Support Detail:

Tier 1 Services are School-Wide and are designed to foster a positive school climate and address school-level risk factors. They are short-term interventions provided on an as-needed basis and are open to all students.

School	
Entry Date	
Entered By	
Start Date	
Provider Type 1	
Provider Name 1	
Provider Type 2	
Provider Name 2	
Provider Type 3	
Provider Name 3	
Student Support Category	
Student Support Name	
Activity	
Hours	
Total Value of Time	
Donation Type	
Donation Value	
# Students Served	
# Parents/Guardians Served	
# Others Served	
# Volunteers Assisting	
Student Level Attendance	

CIS Basic Needs Summary:

Basic Needs are the types of tangible supports included in Tier 1 Services to address individual student and family risk factors.

Begin Date	
End Date	
Type of Resource Provided	
Item Provided	
Affiliate	
School Where Support was Provided	
Tier Level	
Number of Occurrences	
Number of Units Provided	
Total Cost of All Units (\$)	
# Students Served	
# of Hours	
Value per Hour (\$)	
# Volunteers Assisting	
# Parents/Guardians Served	
# Others Served	
Provider Type 1	
Provider Name 1	
Provider Type 2	
Provider Name 2	
Provider Type 3	
Provider Name 3	

RESOLUTION 2018 785

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
FUND NUMBER 0148101, DEPARTMENT NUMBER 136

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

Dated this 30 day of Oct, 2018



Chairman of the Board



Member



Member

Attest: 
Clerk of the Board

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

cc: Dept., Auditor, File,

Prepared by: E Hsu

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Office of Public Defense

Dept Nbr: 136

Fund Name: Public Safety Tax

Fund Nbr: 0148-101

TRANSFER FROM: Dept 136

TRANSFER TO: Dept 136

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.910	2103	Medical Insurance	\$1,600	515.910	1656	Executive Assistant	\$6,200
515.911	4101	Legal Services	\$5,909	515.910	2102	Social Security	\$573
				515.910	2104	Retirement	\$736
TOTAL			\$7,509	TOTAL			\$7,509

Explanation:

Executive Assistant salary was not budgeted with enough appropriated funds.

Prepared by: Eric Hsu

Date: 18-Oct-2018

Approved

[Signature]

Denied

Date:

10-30-2018

Chairman

[Signature]

Member

[Signature]

Member

RESOLUTION 2018 786

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXPENDING FUNDS FROM THE PUBLIC SAFETY TAX-CLERK FUND 0148101.106 TO CONVERT COURT RECORDS FROM THE CURRENT LIBERTY DOCUMENT IMAGING SYSTEM TO ONBASE

WHEREAS, the Benton County Clerk's Office currently utilizes Liberty, a document imaging system; and,

WHEREAS, the Benton County Clerk's Office would like to continue preserving and making accessible archival records by digital scanning, and

WHEREAS, the Liberty software needs to be upgraded immediately to a new document imaging system called OnBase, and

WHEREAS, the current Procurement, Leasing, and Contracting Policy Resolution 2012-677, Section 4 SERVICES, the County may evaluate and utilize the procedures it deems best under the individual circumstances; and


WHEREAS, there is no other vendor that can convert documents from Liberty to OnBase other than Konica Minolta (formerly known as Techline Communications, Inc);

NOW, THEREFORE,

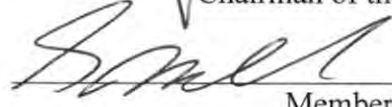
BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington that the Benton County Clerk is authorized to sign the attached Statement of Work with Konica Minolta to upgrade and convert records from Liberty to OnBase; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby approves expending funds in the amount of up to \$25,000 from the Public Safety Tax-Clerk Fund 0148101.106 , through the end of 2018 for this upgrade and conversion.


Dated this 30 day of Oct, 2018



Chairman of the Board



Member



Member

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

Attest: 

Clerk of the Board

cc: Clerk, Auditor

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ENTERPRISE CONTENT
MANAGEMENT



BENTON COUNTY WA

Liberty to OnBase Conversion



PROPRIETARY AND CONFIDENTIAL INFORMATION

The enclosed materials are proprietary to KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. KMBS reserves the right, title and interest to such materials. The terms, conditions, and information set forth herein are confidential to KMBS and City of Ventura and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of KMBS.

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DOCUMENT PROPERTIES**ATTRIBUTES**

Client:	Benton County
Project:	Liberty to OnBase Conversion
Document Type:	Scope of Work
Current Version:	1.0
Responsible Group:	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. Business Intelligence Services, Enterprise Content Management
Presented By:	John Fisk
Prepared By:	Greg Kover, Nardos Scott
Document Expiration Date	Dec 14, 2018

All inquiries regarding this document should be directed to:

John Fisk | ECM Sr. Solutions Consultant

Phone: 206-527-3450 x 307 jfisk@kmbs.konicaminolta.us

SCOPE OF WORK

Konica Minolta Business Solutions will provide discovery, data conversion, document migration and OnBase implementation services to the County of Benton, WA ("County") for the purpose of creating a similar environment for the staff and any external parties to work in the existing OnBase environment for the County.

The estimated number of Professional Services hours is based upon a simplified project approach with a minimal level of project management and the Business Analyst working directly with the client to establish specific functionality requirements.

By embarking on this project the County of Benton intends to:

- Migrate historic documents and data from the legacy LibertyNET v11 system
 - Approximately 500,000 files utilizing approximately 680 GB of file storage space.
- Begin using OnBase for all day forward document management needs
- Maintain current level of functionality as with Liberty

PROJECT MANAGEMENT

Konica Minolta will provide project management services in order to ensure the success of the project and facilitate timely delivery. Project management tasks will include:

- Creation of project schedule.
- Creation of regular project reports
- Regular Project meetings to review schedule, tasks completed and consumption of hours.

ANALYSIS AND DESIGN

Konica Minolta will review the baseline solution requirements documented in the "Liberty to OnBase Conversion" and "Solution Description" (Appendix) sections of this proposal to confirm their validity. Any differences in process and requirements will be documented.

A functional specification will be created and reviewed with the County for their approval. If significant discrepancies in requirements are identified, a GAP analysis report and change order will be created.

INSTALLATION SERVICES

Konica Minolta will install a base instance of the OnBase platform, which will include a database, file server locations and an Application Server (“Software”). The Software will be installed on a set of County test workstations and connect to the OnBase Application Server.

The Unity Client deployment package will be setup on the server to facilitate easy installation on user stations. Konica Minolta will test the installation of two user stations (e.g., County Clerk and Deputy County Clerk) and transfer knowledge to IT for installation of client software on user machines.

LIBERTYNET CONFIGURATION

Konica Minolta will configure current LibertyNET implementation to add support for the required objects in order to perform the Data/Document Export functionality

1. Create Export Rule Template
2. Evaluate Form Types and Index Fields
3. Create Mapping Tables for use in the conversion process
4. Evaluate Liberty to validate any and all existing Notes (Sticky Notes, Signatures, et.) will be able to be imported reliably into OnBase. If any discrepancies or issues are found the County will be notified immediately and a solution documents.
5. Create Export folder locations
6. Create “LAB Objects” Folder – This is used to 1) validate existing objects to be migrated and 2) help in the documentation and progress tracking
7. Test export of sample or test folders – Used during the pre-processor step in OnBase
8. Create plan for exporting of subsequent folders from LibertyNET
 - a. In order to reduce require Professional Services hours we typically work with the County staff (Clerk or IT) to perform the Import of documents, training will be provided for this step.

The functional requirements for the Scanning Intake Workflow are described in the INTAKE WORKFLOW REQUIREMENTS section.

ONBASE CONFIGURATION

Once the base instance of OnBase is in place configuration will also take place for creating and configuration of SCOMIS/Odyssey State of WA schema for Superior Court Case Documents.

Konica Minolta will configure the following:

1. Create Document Type Group for Superior Court Clerk
2. Create Document Types set for Superior Court Clerk
3. Create Import Configuration for Liberty Conversion – DIP
4. Create Pre-processor Script for manipulating data from Liberty Export Process
5. Create plan for importing all folders with Clerk Staff
 - a. In order to reduce require Professional Services hours we typically work with the County staff (Clerk or IT) to perform the Import of documents, training will be provided for this step.

TRAINING

- Konica Minolta will provide the County's testers with training for the OnBase solution to facilitate user acceptance training (UAT), and "train the trainer" training to provide training for users who will participate in the pilot and overall ECM system usage.

USER ACCEPTANCE TESTING

- The County will be responsible for testing the Software within the current business process. An issue log will be used to identify any divergences from the functional specification document and will be reviewed with Konica Minolta at the end of each testing week.

GO LIVE

- Upon completion of implementation, end user training, Customer testing phase and end user sign off, Konica Minolta will provide onsite go-live preparation services and go-live support. Go-live preparation may include functional testing of the solution, and go-live support for the Software solution.

INTAKE WORKFLOW REQUIREMENTS

1) Daily Scan Folders

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Confidential

Access Restrictions

- County Clerk Office Staff will see all items in all queues.
- Optionally Public users may only see documents in Non-confidential queues

Transitions

- Documents in the Awaiting Index queue are waiting for a Case Number and / or Sub Number
- Ad Hoc Task for routing from Pending to Final
- Manual Routing from Failure to Pending

2) Linking / Integration with the AOC system for State of Washington Case Management System:

Queues

- Initial
- Pending
- Complete
- Failure
- Final

Access Restrictions

- County Clerk Office Staff will see all items in all queues.
- Optionally Public users may only see documents in Complete

Transitions

- Documents in the Awaiting Index queue are waiting for a Case Number and / or Sub Number
- Ad Hoc Task for routing from Pending to Final
- Manual Routing from Failure to Pending

3) Workflow to validate Keyword values and set Document Type

- Initial
- Odyssey Documents
- Other
- Final

ASSUMPTIONS

This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- The County will provide existing or new hardware and operating systems for the solution implementation;
- The County's hardware meets the minimum hardware requirements for OnBase (see hardware requirements in Appendix)
- This proposal does not include scope for any upgrade work unless specified in this document;
- The County does not wish to implement a test environment at this time, while recommended it may be handled via Change Order or subsequent project; KM Okay
- The County will allocate, schedule and define the subject matter experts for the discovery sessions;
- Discussions and implementation will be limited to the Superior Court Clerk, District Court and OPD Conversion;
- Workstation deployment testing, training, and consultation will be provided on up to three (3) workstations;
- Konica Minolta is not responsible for the installation and configuration of third party software;
- Konica Minolta is not responsible for the deployment/installation of software on end user workstations. The solution engineer will work with your system administrator to identify requirements, test installation processes, and provide general consulting on the topic. However, it is ultimately the County's responsibility to roll-out the software to end user workstations;
- The County is licensed for the appropriate licenses prior to the Software engagement;
- The County will provide a Software system administrator that will participate actively throughout the project lifecycle;
- The County will be responsible for providing Konica Minolta access to the appropriate servers and workstations to perform the configuration of the Software solution;
- The County will responsible for testing the Solution during the Customer Testing Support phase, which may be performed by multiple County personnel;

PROJECT PRICING

The costs identified below are the components to be purchased by the County of Benton.

SOLUTION IMPLEMENTATION

OnBase Licensing

The software costs are an estimate based on the project requirements and are subject to change. The component pricing breakdown reflects the OnBase solution necessary to support document migration from Liberty to OnBase ECM for the Superior Court Clerk's group.

Current OnBase Licensing

Code	Name	Qty	Maint	
UIIPI1	Unity Integration Toolkit	1	\$2,000.00	
GV-B-LOCAL	Local Government Licensing Bundle	1	\$4,000.00	
GV-B-MU2-CTIPC1	Local Government Concurrent Client	20	\$2,600.00	
GV-B-MU2-WLIPC1	Local Government Workflow Concurrent Client SL	5	\$1,000.00	
GV-B-MU2-CTIPN1	Local Government Named User Client	133	\$10,640.00	
GV-B-MU2-WLIPN1	Local Government Workflow Named User Client SL	35	\$4,900.00	
GV-B-MU2-DIIPW2	Local Government Production Document Imaging (TWAIN or Kofax) Scan Stations	1	\$400.00	
GV-B-MU2-TIIPW1	Local Government Production Document Imaging (TWAIN or Kofax) Scan Stations	14	\$2,240.00	
GV-B-MU2-PTIPC1	Local Government Virtual Print Driver	1	\$700.00	
GV-B-MU2-WTIPW1	Local Government Web Server	1	\$800.00	
	Total		\$28,480.00	

Professional Services

The cost estimates for Professional Services are calculated based solely on the information contained within this document, past experience in the initial implementation of an ECM solution, and the simplified project approach previously mentioned.

The County of Benton acknowledges that the services estimates may be modified based upon additional information acquired throughout the solution development life cycle and should plan on some degree of scope change for internal budget planning purposes.

Project Pricing Summary			
		Engagement Type:	T&M
		Hourly Rate for Benton County on this project:	\$195.00
High Level Project Tasks	Description	Estimated Hours	Estimated Cost
Implementation Services	Project Management, Analysis, Design, Installation, Configuration, Training, Documentation, UAT and Project Management Services as described in APPENDIX A – SOLUTION DESCRIPTION	115	\$22,425.00
		*Total:	115 \$22,425.00
<i>*Discounted rate of \$195 per hour, for initial project only</i>			

Payment Terms: Professional Services hours will be billed on a monthly basis, as they are incurred. This is a time and materials engagement and should not be viewed as a fixed price or a not to exceed arrangement, although any changes to estimated work effort that go beyond the above estimate will be reviewed for approval by customer, as soon as the change is known.

PROJECT PRICING SUMMARY	
Software Licenses (Includes 1 st Year Maintenance)	\$29,280.00
Implementation Services	\$22,425.00
One-Time Software Acquisition Discount (<i>KMBS offering/Hyland Like for Like</i>)	\$ (29,280.00)
Estimated Project Total	\$ 22,425.00

Note: Software Acquisition and Professional Services discounts in effect through 12/14/2018

PROPOSAL ACCEPTANCE**CLIENT:** County of Benton, Washington**OPPORTUNITY:** LibertyNET to OnBase Conversion

By signing below, the authorized representative(s) from the County of Benton, acknowledge that they have read, agree to and accept this Scope of Work.

County of Benton Approval

Approver	Signature	Date Signed
----------	-----------	-------------

Konica Minolta ECM Approval

Approver	Signature	Date Signed
----------	-----------	-------------

Statement of Confidentiality

This document contains information that is privileged, confidential and subject to copyright – it is tendered for the exclusive use of the County of Benton and its employees only. No portion of this document, including any and all of the supporting materials submitted within the document or in addendum to, may be transmitted to third parties or reproduced without prior written approval by Konica Minolta Business Solutions.

Validity

This document shall remain valid until the expiration date identified in the Document Properties on Page 1. Konica Minolta reserves the right to make changes in specifications and other information contained in this document without prior notice.

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

Business Intelligence Services, Enterprise Content Management - Sales

www.kmbs.konicaminolta.us

APPENDIX A – SOLUTION DESCRIPTION

In order to meet the objectives and functionality outlined above, the following items will be implemented during the initial implementation. The items outlined here are based on the current understand of Benton County’s requirements at the time this document was creation. This information will be validated during the discovery phase of the project and any additions or modifications identified will be handled through a multi-phased approach or the change management process.

OnBase Implementation

The proposed solution includes the following implementation activities:

ID	Activity	Description
Base Implementation Services		
	Server Infrastructure	<p>The necessary OnBase server components will be installed and configured on client network infrastructure for each instance. The following will be configured:</p> <ul style="list-style-type: none"> • Database Server – The primary data store for the OnBase system • Disk Group(s) – The File Storage location for all documents • Application Server –Provides user access through the OnBase client applications • Internal IIS Application Server –Provides user access through the OnBase client applications while inside the network firewall • External IIS Application Server –Provides user access through the OnBase client applications through the internet while outside network firewall (for public users accessing published documents) <p>Estimate includes: One (1) Production Instance *Konica Minolta recommends a TEST instance of OnBase for future testing of upgrades, new functionality.</p>
	Client Access	<p>Direct User Access (OnBase UI) will be installed on a limited number of workstations to facilitate testing and training. The following UI components will be installed:</p> <ul style="list-style-type: none"> • Unity Client – Allows access to OnBase for internal users • Web Client – Allows Web based access to internal or external users based on configuration <p>Estimate includes: Up to Three (3) Workstations for use in testing and training Consultation with Client IT team on creation of client deployment package</p>
Discovery/Analysis		

	Discovery	<p>Discovery sessions will consist of both on site and off site working with client subject matter experts to refine solution requirements. The following documents will be created during discovery:</p> <ul style="list-style-type: none"> • Functional Requirements Document • Working Project Plan <p>Estimate includes: Up to Three (3) days of onsite/remote discovery/analysis</p>
Implementation		
	Document Taxonomy	<p>The document taxonomy provides the classification and organization of documents. The following taxonomy will be created to support the proposed solution:</p> <ul style="list-style-type: none"> • Up to Four (4) Document Type Group – Top level category of documents (i.e. Community Development, HR, SC Clerk) • Up to Twenty (20) Document Types – Potential examples include: <ul style="list-style-type: none"> ○ SC – Confidential ○ SC – Non Confidential ○ SC – Sealed ○ SC – Administrative • Up to Thirty (30) Keywords – will consist of the indexing data needed to properly organize documents. Potential examples include: <ul style="list-style-type: none"> ○ Case Number ○ Sub Number ○ Docket Code ○ Document Description
	Content Ingestion	<p>OnBase will be configured to allow users to add new content to the system through the following sources:</p> <ul style="list-style-type: none"> • Workstation Scanning (deployed with Unity Client) – users can scan individual documents from desktop scanners connected to their workstations. • Up to Three (3) High Speed Production Scanners will be configured for bulk scanning of documents • Virtual Print Driver (if included in deployment) – An installed print driver will be deployed as needed that allows users to store documents created by most applications.
	Workflow	<p>Configuration of Workflow to handle Document intake into OnBase and 'Linking' to Odyssey via INH Services</p> <p>Daily Folder – Document Intake Workflow</p> <p>Estimate includes: Up to Three (3) workflow processes</p> <p>*Any handling of a document will be done manually by a staff person. Additional automation will require an approved change order.</p>

	Application Enabler	<p>Application Enabler allows retrieval of OnBase documents from within the interface of a 3rd party application via a hotkey, mouse click event, or a no-click auto-display option.</p> <p>Estimate includes:</p> <p>Retrieval from One (1) screen within a single 3rd party application.</p>
	Security – Single Sign On	<p>Integration to Microsoft Active directory will be configured to allow users to access the OnBase solution with their existing network credentials and not require an additional prompt when logging in from an Active Directory workstation.</p> <p>Estimate Includes:</p> <p>Active Directory integration to a single client domain.</p> <p>*Client must configure Active Directory Groups to align with the security requirements defined during analysis phase.</p>
	Security – Rights and Privileges	<p>OnBase will utilize user groups to define the security model. These groups will be configured to meet the security needs of the County as defined during the analysis phase of the project.</p> <p>Estimate Includes:</p> <p>Up to four (4) user groups each with custom security permissions.</p> <p>*All management of user group membership will be administered by the client IT department through Active Directory.</p>

Training		
	User Training – Train the Trainer	KMBS will provide training through a “train the trainer” approach. Class attendees will be provided the tools and knowledge to allow them to train the user population on proper use of the system. Estimate includes: One (1) train the trainer session on Unity Client (up to four (4) hours) One (1) train the trainer session on Scanning (up to four (4) hours) *The County will provide meeting space and necessary workstations *Additional training sessions are available with an approved change order (ie if it is not feasible to have multiple departments in a single session or scheduling conflicts require multiple sessions). *End user training is available with an approved change order.
	Administration Training	KMBS will work with designated client personnel designated as System Administrators to prepare them for taking ownership of the system after project Go-Live. Topics covered will be workstation deployment, system maintenance, general troubleshooting, as well as implementation specific topics as necessary. Estimate includes: Up to four (4) hours of dedicated Administration training for up to two (2) participants.
Testing		
	System Testing	The County will be responsible for testing the Software within the current business process. The duration of end user testing should be established by the County and will involve the process of end users identifying potential issues or changes to the initial configuration. The County shall notify Konica Minolta of such change requests identified during the process. Estimate includes: Up to sixteen (16) hours of support throughout a testing phase not to exceed a three (3) week timeframe
Go-Live		
	System Go-Live	Upon completion of implementation, end user training, Customer testing phase and end user sign off, Konica Minolta will provide go-live preparation services and go-live support. Estimate includes: Eight (8) hours of Day 1 Go-live Support Up to eight (8) hours of post Go-Live support for four (4) days after go-live

Project Management		
	Project Management	<p>Project Management activities facilitating the deployment of the solution will include; Weekly Status Meetings, Weekly Status Reports, project scheduling and scope management.</p> <p>Estimate includes:</p> <p>Up to six (6) hours per week of Project Management support by a KMBS dedicated project manager, for approximately 3-4 weeks.</p> <p>*Project Management hours are based on the assumption of weekly engagement for the life of the project. Delays in project may have an impact on the proposed cost and timeline to deliver.</p>

Exclusions (not in scope)

The following items listed are not in scope for the initial project:

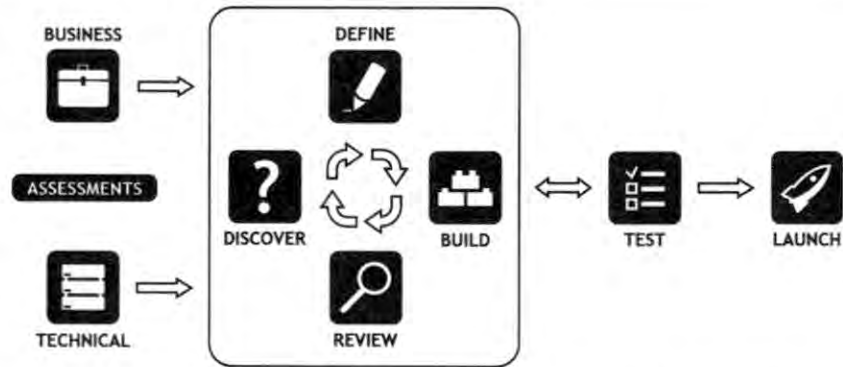
ID	Activity	Description
1	'Optional' modules listed above	The 'Optional' modules listed above in Software Pricing are not included in the Professional Services hours estimate.
2	Data Conversion (other)	Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.
3	3rd Party integrations	It is assumed that integration efforts including solutions that need to perform data transfer/entry/exchange is considered out of scope for this project unless specifically defined 'In Scope'.
4	Documents other than those used in the 'In Scope' department(s)	Activities related to the implementation of OnBase in business units other than what is specifically defined 'In Scope' are out of scope and will require an approved change order.
5	Custom Code Development	Unless specifically outlined in this proposal, it is assumed that there will be no requirements that will need custom development and therefore this is not included in the quote. If the need arises for custom development, scripting, etc. a change order will be development and submitted for client approval to address the changes in scope.
6	Custom Interfaces	Standard OnBase interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order.
7	Activities not listed	Activities not listed in the in scope statement will require a change order.

APPENDIX B - ECM SOLUTION DELIVERY

Methodology Overview

KMBS ECM has adopted a customer centric methodology to the development and deployment of ECM solutions. These solutions typically change and streamline a client’s business processes while removing the paper from those processes. By actively engaging the client throughout the solution development life cycle,

KMBS ECM has found that clients are more likely to have successful projects, with fewer change management issues related to their re-engineered business processes.



Each ECM deployment is broken down into specific deliverables, effectively giving the client the opportunity to sign off on key elements of the project along the way. This approach ensures that the client is able to make ‘course corrections’ during solution development and helps them gain a better understanding of the various solution components.

The Discover and Design phases allow KMBS ECM to gain a better understanding of the client’s business process needs and refine the requirements established during the sales process. This information is presented to the client in Functional Requirements Document that details the following ECM elements: Taxonomy, Integration and Capture, Retrieval, Workflow, and Security and any other solution specific needs. It is the goal of the KMBS ECM team to deliver these documents with the most complete and accurate information as possible prior to configuration. However, additional information frequently comes to light throughout the solution development life cycle. When that occurs, the new information will be incorporated into the Functional Requirement Document through the change control process.

The Build and Review phases occur following the sign-off of the Functional Requirements Document. The Solution Engineering team will configure the solution based on the Functional Requirements Document and present the results to the project team. Weekly Status Reports will be reviewed with the project team during weekly Status Meetings. When appropriate this meeting will also include solution demonstrations and technical reviews.

The Test phase encompasses both system end-to-end testing by the Solution Engineer and User Acceptance Testing by the client’s designated testers. We encourage our clients to involve not only the project stakeholders, but key end users during all of these phases. Upon successful completion of the testing phase a meeting will be held to receive formal acceptance of the solution. This is required to move to the training and Go Live phase.

The Training and Go Live phase is when the user base is trained on the new solution and it is deployed into the production environment for active use.

Once the system is live in production KMBS will continue our commitment to your organization through our Software Assurance and System Maintenance services. We will also conduct periodic system review meetings to ensure your solution continues to meet your needs.

Implementation Process

The KMBS ECM Implementation Process begins with a 'soft' project launch of the Business and Technical Assessments and is completed after Go-Live. The basic course of events for the implementation of a typical ECM solution are as follows:

1. 'Soft' Project Launch [KMBS ECM]
 - a. Key Project leadership will meet to plan the Formal Project Launch
 - b. High-Level Project Plan Development
2. Formal Project Launch [KMBS ECM and County's Project Team]
 - a. Kickoff Meeting including review of Project Scope and Roadmap
3. Discovery and Design [KMBS ECM and Client's Project Representative]
 - a. Discovery Meetings involving key client personal
 - b. Requirement Identification and Documentation [KMBS ECM and County's Project Team]
 - c. Requirement Review [KMBS ECM and County's Project Team]
4. Software Installation [KMBS ECM and County's IT Representative]
5. Solution Development – Customer Centric Methodology. Completed for, but not limited to, each of the following ECM elements: Taxonomy, Integration and Capture, Retrieval, Workflow, and Security.
 - a. Configuration [KMBS ECM]
 - b. Configuration Review [KMBS ECM and County's Project Team]
6. End-to-End System Testing [KMBS ECM]
7. Solution Documentation Development [KMBS ECM]
8. Training: Train-the-Trainer [KMBS ECM and County's designated trainer]
9. User Acceptance Testing (UAT) [County's Project Team]
10. Change Order Process [KMBS ECM and County]
11. ECM Solution Acceptance [County]
 - a. Required to proceed to Go-Live
12. Cutover to Production Environment [KMBS ECM and County's IT Representative]
13. ECM Solution Go-Live
14. Post Go-Live Support

This implementation process has been specifically designed to streamline solution delivery, while providing a high level of communication and involvement by the client throughout.

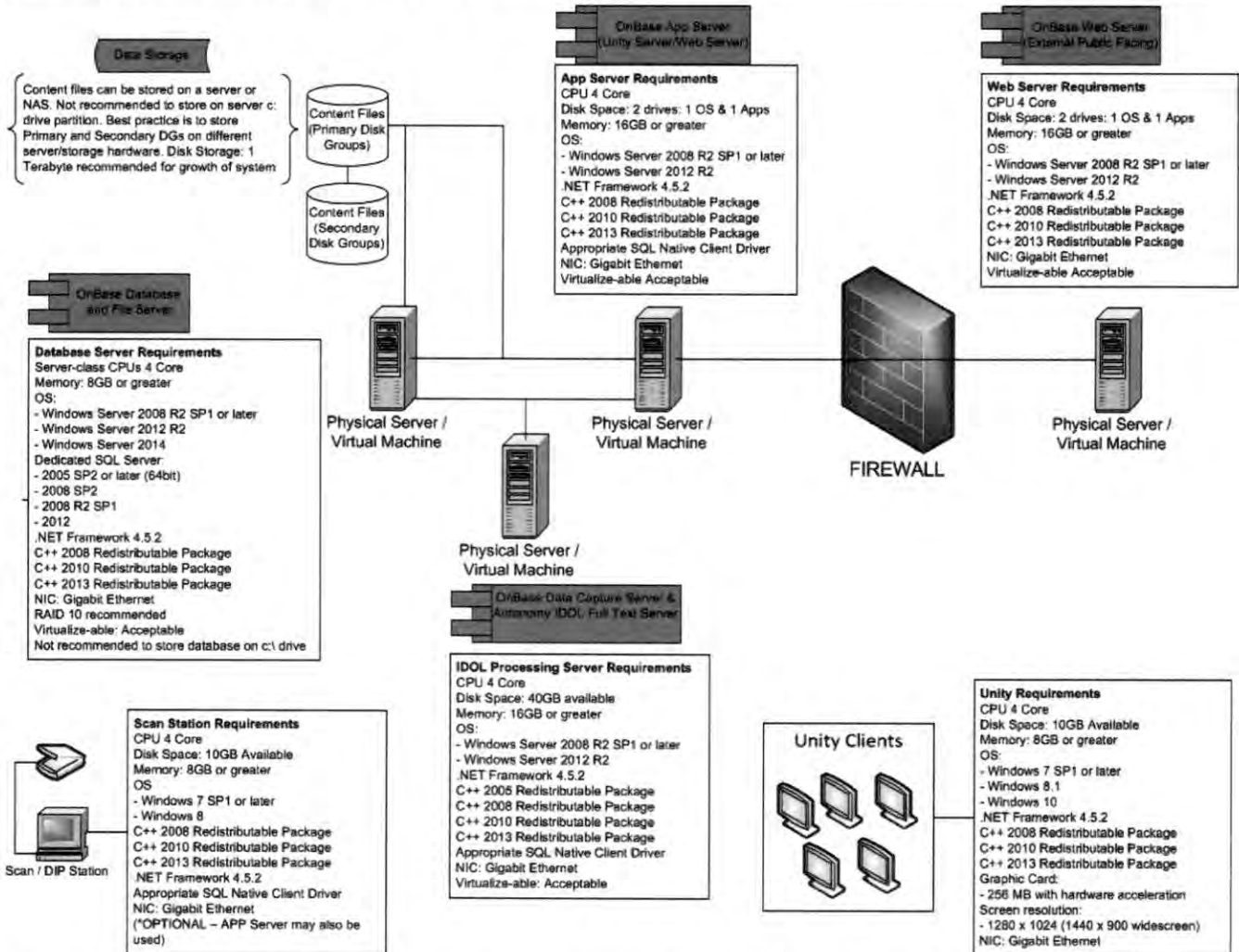
Roles and Responsibilities

Common roles and responsibilities are defined so everyone will understand what is expected of them on the project. Upon joining the project, a resource will be assigned one or more of the following roles.

Role	Description
CLIENT	
<p>Project Sponsor</p> <p>The Project Sponsor provides high-level oversight and guidance for the project to ensure that the project solution meets overall schedule and cost objectives.</p>	<ul style="list-style-type: none"> ▪ Review of milestones ▪ Review and resolve escalated issues ▪ Risk review ▪ Approve major change requests
<p>Project Manager</p> <p>The Project Manager will act as a communication and resource allocation point for the KMBS ECM Engagement Manager</p>	<ul style="list-style-type: none"> ▪ Coordinate client personnel and schedules ▪ Assist with issue resolution ▪ Project deliverable review and acceptance ▪ Change management ▪ Interface with KMBS ECM Engagement Manager ▪ Issue Tracking
<p>Subject Matter Experts</p> <p>The Subject Matter Experts provide ongoing business expertise and insight to the business processes that will be impacted by the ECM solution.</p>	<ul style="list-style-type: none"> ▪ Participate in discovery sessions ▪ Contribute to the definition of the business and functional requirements ▪ Provide feedback during system demonstrations and testing
<p>IT Resources</p> <p>The KMBS team will need to coordinate with the client IT team on the following items:</p>	<ul style="list-style-type: none"> ▪ Hardware Preparation: Setup the hardware and software (operating systems) on which the ECM application will be installed. ▪ Desktop Support: Setup or deploy any software required for the solution ▪ LAN Administration: Setup the rights and privileges for the solution to operate successfully within the Benton County network. ▪ DBA: May need to be available during ECM software installation.

KMBS ECM	
<p><i>Engagement Manager</i> The Engagement Manager serves as the primary point of contact throughout the project and is directly involved with the development and execution of the solution.</p>	<ul style="list-style-type: none"> ▪ Coordinate KMBS ECM team personnel and schedules ▪ Preparation and maintenance of the project schedule and budget ▪ Project communication ▪ Issue tracking ▪ Change management
<p><i>Business Analyst</i> The Business Analyst will work with the teams to lead the functional requirements gathering process.</p>	<ul style="list-style-type: none"> ▪ Gather solution requirements ▪ Create the Functional Requirements Document ▪ Coordinate KMBS subject matter experts to create the solution design
<p><i>Solution Engineers</i> The Solution Engineer develops the ECM solution as indicated in the solution requirements document.</p>	<ul style="list-style-type: none"> ▪ ECM software installation ▪ ECM software integration ▪ ECM solution configuration ▪ System testing ▪ Solution training ▪ Solution documentation ▪ Issue resolution

APPENDIX C – ONBASE HARDWARE REQUIREMENTS



The diagram shows a single internal application server. Depending on volume of internal use that is hitting that application server, it may be recommended to have two (2) internal servers, with one dedicated to support the external facing web server.

Additional Server Configurations

- a. County will be using Windows Server 2016 on all servers.
- b. County will be using SQL Server 2016 for the DB server.
- c. County wants to mention that two of the servers are in use.
 - i. JConBaseWeb (DMZ server/Odyssey Link Server) currently running internal and external LibertyWeb.
 - ii. JConBaseFile (Data Capture & Autonomy IDOL Server) also called JCLibertyFile.

All of the above mentioned servers specifications are approved and will be supported by Konica Minolta and Hyland

APPENDIX D - DOCUMENT MIGRATION TO ONBASE STATEMENT OF WORK

**Document Migration to OnBase
Statement Of Work
07/10/2018**

The conversion process can be broken down as follows:

- Gather data from all sources. Validate indexing assumptions
- Cleanup
- Normalization
- Conversion testing, acceptance tests, production, monitoring, reporting



The conversion effort will migrate existing database index data and associated images from LibertyNET.

It is assumed that all required index data is present within the LibertyNET repository to allow the documents to be fully indexed in OnBase after migration. If any fields not included in Liberty will be considered Out of Scope and may require a change order.

Cleanup and Normalization efforts: The bulk of the conversion will be automated, but we anticipate the eventual need for manual labor to handle exceptions. There are three cost line items that relate to manual labor: a) Hourly rate for manual data cleanup service, b) Hourly rate for engineering services for data normalization and exception handling, and c) Per keystroke price for manual indexing.

1. Cleanup:

1.1. Index Data: Possible defects in data currently used to search documents include:

- 1.1.1. Index data does not match image contents: Out of Scope. Not part of the quoted conversion efforts. If detected it will be reported immediately.
- 1.1.2. Manual indexing: This is a line item quoted as a price per keystroke, and assumes that images are legible, that index data is easily visible in predictable locations and readily available on the first page of each document. The County is responsible for the clear identification of any such need for manual entry. If any assumption is proven wrong, an Out of Scope discussion will be negotiated.
- 1.1.3. Empty pointers: database entries pointing to non-existing images: Will be reported for further County review and action.
- 1.1.4. Pointers to corrupted images: Will be reported for further County review and action.



1.2. **Images:** Possible defects in images include:

1.2.1. Orphan images: Files not pointed at by a database: Will be reported for further City review and action.

1.2.2. Corrupted files: Will be repaired if repairable (cause of defect will be reported when possible). Images beyond repair will be reported for further County review and action.

1.2.3. Extremely large files: May be broken down in smaller parts if necessary and so requested. Partitioning without manual (billable) review carries the risk of unnatural and/or counterintuitive break points and/or index values.

2. **Normalization:** All processes below are limited to what may be possible through automated means, i.e. no manual labor.

2.1. **Index Data:** Most odd or uncertain data elements will be reported for further City review and action.

2.2. **Images:** File names will be converted to an internal numeric naming structure.

Project Assumptions

- The County will provide a station with full access to the required network shares and resources that will also allow for 24/7 remote access. The station must have the client side of Microsoft SQL Server Studio installed.
- Once the migration starts for a given record collection, any and all day-forward transactions must be held back until OnBase is ready to accept such new transactions. We will make best efforts to minimize the time during which new transactions are to be frozen or an interim alternative will be devised.
- OnBase will OCR records for full text search purpose at time of import, if necessary.

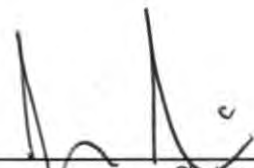
RESOLUTION 2018 787

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND 0148101 SHERIFF CUSTODY DEPT. 120

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

Dated this 30 day of Oct, 2018



Chairman of the Board



Member



Member

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

Attest: 

Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: 0148101 Dept 120 Sheriff Custody

TRANSFER TO: 0148101 Dept 120 Sheriff Custody

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
From	Dept 120	PST - Sheriff Custody		To	Dept 120	PST Sheriff Custody	
523.620	4102	Contract Services	\$ 39,300	523.620	4505	Annual Software Licence	\$ 2,300
				523.620	3501	Minor Equip. & Small Tools	\$ 37,000
TOTAL			\$39,300	TOTAL			\$39,300

Explanation:

To appropriate funding in Sheriff's Custody Public Safety Tax Fund for the upgrade to the Guardian RFID System in the Jail. The funds that were originally budgeted to provide 24/7 mental health services under Contract Services were not needed for 2017-2018; therefore, the funds can be directed towards the purchase of Guardian RFID equipment.

Prepared by:

Date:

Approved

Denied


Date: 10-30-2018



Chairman



Member



Member

RESOLUTION 2018 788

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND TRI-CITIES CHAPLAINCY FOR THE STEP-UP PROGRAM

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to “improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts”; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and


WHEREAS, during a Special Board Meeting held on May 3, 2018, Tri-Cities Chaplaincy submitted a Step-Up Program proposal in the total contract amount not to exceed \$79,340.00 for 2019-2020; **NOW, THEREFORE**

BE IT RESOLVED, the amount not to exceed \$79,340.00, the 2019-2020 Tri-Cities Chaplaincy Step-Up Program budget, has been approved by the Board of Benton County Commissioners; and

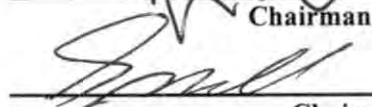
BE IT FURTHER RESOLVED each monthly payment will be made payable to Tri-Cities Chaplaincy, and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2019 and expire December 31, 2020.


Dated this 30 day of Oct., 2018



Chairman of the Board



Chairman Pro-Tem



Member

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and TRICITIES CHAPLAINCY, with its principal offices at 1480 Fowler Street, Richland, WA 99352, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Step-Up Statement of Work & Measurables; and
- c. Exhibit B, Step-Up Budget.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2019 and shall expire on December 31, 2020. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR for the Step-Up Program is set forth in Exhibit "A, Step-Up Statement of Work & Measurables", which is attached hereto and incorporated herein by reference. The Step-Up program assess at-risk youth at intake for anti-social and criminal behaviors and are enrolled in the 11-week session. Adolescents and their families graduate after successfully completing the program. This program works closely with Benton and Franklin Counties Juvenile Justice Center to get referrals, but also has a goal to reach youth and families before they enter the criminal justice system to prevent criminal behavior among at-risk youth.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material,

labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall confer with the COUNTY monthly during the progress of the services performed. In addition, when requested by the COUNTY, the CONTRACTOR shall prepare and present status reports in the form of Exhibit "A, Step-Up Statement of Work & Measurables" demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Gary Castillo
1480 Fowler Street
Richland, WA 99352
Phone: (509)783-7416
Email: GaryC@chaplaincyhealthcare.org

- b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone : (509)222-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit "B, Step-Up Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2019, through December 31, 2020, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed seventy-nine thousand three hundred forty dollars and zero cents (\$79,340.00).

- b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.
- c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. **AMENDMENTS**

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in

defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

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

8. INSURANCE

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations.

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

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

b. **Commercial General Liability and Employers Liability**

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

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

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not

contributory, with any other insurance maintained by the COUNTY.

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

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

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

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

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection

afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment

to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that

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

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of

this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon

request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any

dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in

force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

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

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2019.

Dated: 10/30/18

Benton County Board of Commissioners

Chairman

Member

Member

[Signature]
[Signature]
[Signature]

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

Attest:

Clerk of the Board

[Signature]

Approved as to Form

Civil Deputy Prosecuting Attorney

[Signature]

Dated: 10/23/18

Tri-Cities Chaplaincy

Signature

Executive Director

Title:

Gary Castillo

PRINTED NAME

[Signature]
[Signature]
[Signature]

The Statement of Work

Overview: The Step-Up program is organized into on-going, 11-week sessions or units. The ages of the adolescents served are 12 to 17 years of age. An adolescent and his/her family members graduate after successfully completing an intake and 11 sessions, completing a full cycle of sessions. Each group-unit serves 2-12 youths and their parents. Two groups meet weekly and are offered in both Spanish and English.

Each session is 2-hours in length and follows a structured format:

- Mindfulness meditation/self-awareness exercise.
- Check-in (both teens and parents).
- Lesson from the Step-Up Manual (sessions 1-11).
- Behavioral Goal for the week (written exercise).
- Closing exercise.

Assessment/Intake: At the time of the 1-hour-90-minute intake, youths are screened for appropriateness for Step-Up in addition to a full mental health assessment covering a range of concerns such as anti-social and criminal behaviors resulting in police contact, arrests, incarcerations, family disruption and school failure, peer relationships and friends, exposure to trauma, ACES, substance abuse, chronic mental health issues such as depression, anxiety, eating disorders, etc., any history of psychological treatment, medications, primary care, and the parents are assessed for their parenting approach and skills and family stressors.

The structure of the curriculum includes the following:

1. Orientation to Step-Up, in which participants are introduced to the program structure and the Wheel of Abuse of Family, and the Wheel of Mutual Respect.
2. Making a Safety Plan.
3. Understanding Warning Signs.
4. Understanding Violence.
5. Understanding Self-Calming.
6. Assertive Communication.
7. Understanding Power.
8. Accountability Through Restorative Practice.
9. Understanding Feelings.
10. Understanding Self-Talk and Beliefs (CBT)
11. Hurtful Moves/Helpful Moves.

Each session is self-contained with the exception of session 2, Making a Safety Plan. At whatever point in the curriculum a new family and teen joins the group, this session is presented one-on-one and a safety plan is created which will serve them for the duration of the group.

Graduates of the 11-session program are surveyed after 4 months to measure sustained change.

The program receives referrals throughout the year from the Juvenile Court, Juvenile Prosecutor or Juvenile Justice Center and other community groups that provide youth services. New referrals have immediate point of entry to the group regardless of what session the group may be in.

Measurable Goals of the Program

Below are the goals by which we propose to measure the success of the Benton County Step-Up program. Follow-up surveys would be performed at the two-month mark to measure sustained progress, along with phone calls. We would submit these outcomes to the review committee to demonstrate effectiveness. Also attached are the internal measures that create expectations for teens and parents. These are used with participants in the program.

Target behavior	Measurable Goal	Outcome
Number of new registered youth participants	12-18 newly registered participants yearly	
Number of youth and families served	12-18 youth and 35 family members served yearly	
Number of Step-Up Intake Assessments Completed	12-18 Completed assessments with appropriate referrals made	
Incidents of defiance and disrespect for family members at home.	Reduced from daily to one/week or less as reported by parents.	
Incidents of police involvement.	Reduced from weekly to 0 in 2 month follow up for those youth completing a 10-week program	
Incidents of truancy, running away, breaking curfew.	Reduced from weekly to 0 in 2 month follow up for those youth completing a 10-week program	

Gang activity, association and/or interaction	Reduced from weekly to 0 in 2 month follow up for those youth completing a 10-week program	
Incidents of incarceration	0 incidents of incarceration in 2 month follow up for those youth completing a 10-week program	

Budget Explanation

The counseling program budget of Chaplaincy Behavioral Health is based on the hourly rate of Medicare reimbursement for a licensed therapist, \$86.00. This covers the hourly cost of a licensed therapist (wage plus benefits) after contract adjustments. We applied the same hourly rate to determine the therapist costs in the pilot Step-Up budget. All other hours for unlicensed assistants and administrative support were calculated at \$38.00/hr.

The Step-Up budget was proposed at an hourly, contractor-type basis with a maximum amount of \$40,300.00/year. The proposed budget is higher due to the need for training two more facilitators, and the increased number of sessions, and offering sessions in English and Spanish.

We divided the budget into two sections; the direct client costs based upon a projected number of sessions provided; and allocated costs, the costs of running the program which included printing manuals, office space, intake and tracking, administrative time, and follow-up, and costs of training new personnel. We did not include the costs of gift cards for returning surveys. The printing costs are based on the size of each participant manual and the projected number of participants we expect to serve.

Services are invoiced monthly, as units are provided. The number of participants could exceed targets without increasing costs, however the staffing design is determined by the structure of the program.

Addendum to the Statement of Work

The first two years of the program outreach was successful to create a strong collaborative relationship with the Juvenile Justice Center probation staff, as well as the Juvenile

Prosecutors and Judges. The Juvenile court now views Step-Up as an alternative to charges, trials and incarceration. One family member remarked, "This program has helped us more than any of the other programs we had to go through [assigned by the court]."

Now that we are a couple years into the program, the importance of including preventative services is very clear. The two-year budgeted cost of Outreach and Community Education reflects time allocated to reaching at-risk youth and their families *before* entering the criminal justice system. The goal is to broaden the benefit of Step-Up to prevent the development of criminality among those youth identified as "at-risk."

Specialized staffing is also a key ingredient to Step-Up success. The Non-licensed, Gang Specialist is one of the keys to the success of the Outreach and Community Education as well as the positive outcomes of the participants as evidenced by the 4-month post-graduation surveys. This specialist relates to kids who are being recruited into gangs, who are at risk for being recruited, or who are seeking a way out of gangs.

Step-Up is strategizing to provide education and awareness about its services among those groups likely to encounter adolescents who are at risk of falling into violent and aggressive behavior at home, or who are at risk of being recruited into gangs and subject to opposition and anti-social behavior.

The initial list of groups likely to encounter at-risk youth to which Step-Up would reach out is listed below:

- Communities In Schools (Agency)
- Lutheran Family Services (Agency)
- My Friends Place (Agency)
- New Horizons (Alt. School)
- Legacy (Alt. School)
- Phoenix (Alt. School)
- Union Gospel Mission (Agency)
- Service Alternatives (Agency)
- Lake View Community (Community)
- Terra Vida (Community)
- Collegium (Agency)
- Boys and Girls Club (Agency)
- The YMCA (Agency)
- SARC
- Somerset (Agency)

Outreach and Education also includes staffing tables at community events intended to increase awareness of community services.

Step-Up at Chaplaincy Behavioral Health

Chaplaincy Health Care

PUBLIC SAFETY SALES TAX 2019-2020 REQUEST BUDGET

DESCRIPTION		TOTAL BUDGET	2019-2020 PSST FUNDING REQUEST
Program Costs			
Session Costs			
Therapist Prep	\$86./hr.		
Therapist Session Cost	\$86./hr		
Non-Licensed Gang Specialist	\$36/hr		
Total Cost per session:	\$269.00		
Total Sessions Per Year: 120			
Total Yearly Session Costs	(120 x \$269.00)	\$ 32,280.00	\$ 32,280.00
Intakes 15 @\$115		\$ 1,725.00	\$ 1,725.00
Total Program Costs		\$ 34,005.00	\$ 34,005.00
Allocated Costs			
Printing and Supplies			
Manuals (179 pages each)		\$ 215.00	\$ 215.00
Brochures & Mailings		\$ 450.00	\$ 450.00
Training			
King County Step-Up Trainers (2 people, 3 Days)		\$ 3,000.00	\$ 3,000.00
Outreach & Community Education		\$ 2,000.00	\$ 2,000.00
Monthly Reports		\$ 2,364.00	\$ -
Total Allocated Costs		\$ 8,029.00	\$ 5,665.00
Yearly Proposed Step-Up budget		\$ 42,034.00	\$ 39,670.00
TOTAL 2019-2020 PROPOSED STEP-UP BUDGET		\$ 84,068.00	\$ 79,340.00

RESOLUTION 2018 805

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND KIONA-BENTON CITY SCHOOL DISTRICT FOR THE KIONA-BENTON CRIME PREVENTION PROGRAM

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Special Board Meeting held on May 3, 2018, Kiona-Benton City School District submitted a Kiona-Benton Crime Prevention Program proposal in the total contract amount not to exceed \$88,888.00 for 2019-2020; **NOW, THEREFORE**

BE IT RESOLVED, the amount not to exceed \$88,888.00, the 2019-2020 Kiona-Benton Crime Prevention Program budget, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to Kiona-Benton City School District, and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2019 and expire December 31, 2020.

Dated this 6 day of November, 2018

Attest: Care McHugh
Clerk of the Board

[Signature]
Chairman of the Board
[Signature]
Chairman Pro-Tem
[Signature]
Member

Constituting the Board of County Commissioners of Benton County, Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and KIONA-BENTON CITY SCHOOL DISTRICT, with its principal offices at 1105 Dale Avenue, Benton City, WA 99320, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Kiona-Benton City School District Proposal; and
- c. Exhibit B, Ki-Be Crime Prevention Program Budget; and
- d. Exhibit C, Kiona-Benton Crime Prevention Program Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2019 and shall expire on December 31, 2020. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR for the Ki-Be Crime Prevention Program is set forth in Exhibit "A, Kiona-Benton City School District Proposal", which is attached hereto and incorporated herein by reference. The Kiona-Benton Crime Prevention Program seeks to reduce and eventually eliminate gang and other criminal activity for young people age 14-21 in the Benton City area of Benton County. Specifically, this project will be target young people who have dropped out of public school or who are in danger of dropping out of school and connect them with an advocate to help them access necessary mental or medical health services, and educational and vocational resources.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall confer with the COUNTY monthly during the progress of the services performed. In addition, when requested by the COUNTY, the CONTRACTOR shall prepare and present status reports in the form of Exhibit "C, Measurables" demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Wade Haun
1105 Dale Avenue
Benton City, WA 99320
Phone: (509)588-2000
Email: Wade.Haun@kibesd.org

- b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone : (509)222-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit "B, Ki-Be Crime Prevention Program Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2019, through December 31, 2020, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed eighty-eight thousand, eight hundred eighty-eight dollars and zero cents (\$88,888.00).

- b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.
- c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. **AMENDMENTS**

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature

whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all State

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

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

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

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

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S

commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

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

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

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

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

d. **Other Insurance Provisions:**

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

2. The CONTRACTOR'S liability insurance policies shall

contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S

strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records

of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

the particular provision held to be invalid.

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all

directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

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

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2019.

Dated: 11-6-2018

Benton County Board of Commissioners

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

Dated: 10/24/2018

Kiona-Benton City School District

Signature

Director of Federal Programs
Title:

Wade Haun
PRINTED NAME

Kiona-Benton City School District

Proposal

Title of program or project

Kiona-Benton Crime Prevention Program (KBCPP)

Executive summary of program or project

The Kiona-Benton Crime Prevention Program (KBCPP) seeks to reduce and eventually eliminate gang and other criminal activity for young people age 14-21 in the Benton City area of Benton County. Specifically, the project will target young people who have dropped out of public school or who are in danger of dropping out of school and connect them with an advocate to help them access necessary mental or medical health, educational, vocational resources so they can become a productive adult. We believe that bridging this gap for our at-risk youth will prevent them from participating in gang and other criminal activities.

Purpose and need for the program or project

The purpose for this project is simply to help us continue to keep young people engaged in progressing toward becoming productive adults instead of taking situational detours that can get them and our community in trouble. In September 2004, Jordan E. Castillo, then 14, stabbed and killed a beloved teacher and coach, Bob Mars as an initiation act for the MSP (Mexicans Stand Proud) gang in Benton City. In December of 2007, Joshua Tucker (then 16) and Donald Schalchlin (then 15) fatally stabbed Donald's 13-year-old sister Elizabeth Schalchlin and his 41-year-old mother Ellen Schalchlin. In September of 2013, 19-year-old Noel Gonzalez and 18-year-old Noah Matlack of Benton City were charged with the stabbing murder of 55-year-old Mike Edwards. These three examples are of young people in the boundaries of the Kiona-Benton City School District in Benton City, Washington who fell off the "radar" of what mainstream education services have to offer and tumbled into the consequences for poor choices influenced by gangs or friends. These are doubly tragic not only because people lost their lives but in that the perpetrators also in a real sense lost their lives from incarceration. We want to stop this waste. Only the 19-year-old mentioned above was currently enrolled in school- the rest had dropped out. We wanted to establish a safety net that captures and engages the population of young people that drop out, drug out, or don't care and get involved in gang and other criminal behavior. We needed a 'jump start' to provide such a support in our community. The logical place for us to approach this was through the schools. The State of Washington did not support such activities so we approached Benton County to help us fill in this important gap.

During the past two years, we have received modest support from the County in establishing a successful student support program at our high school in Benton City. Over that period, over 60 students have received the help in their lives that have assisted them to stay in school and on track to graduation. This has included dealing with issues of homelessness, drug use, family crisis intervention, and access physical and mental health services. We have established a GED program in Benton City for older students who are hopelessly behind in their high school career, so they have quick pathway to a college education. In addition, we have conducted two sessions of parenting classes for the families of these youth. Finally, this program has coordinated

valuable training for our teachers in working with children impacted by trauma (ACES in Education).

To say that the support from the county for this program has been valuable is an understatement. We normally do not have access to programs like this because of our rural status while living so close to the Tri-Cities. It is assumed that we can easily access similar services available close by. That is simply not the case. This has proven to be an essential service in keeping our young people engaged and off the streets. We have been able to couple this support with other new state legislative measures to make this program an essential life-changer for many of the young people in Benton City.

We would respectfully ask for continued support as follows:

\$43,360.00 for the 2019 fiscal year and \$45,528.00 for fiscal year 2020 (5% increase for inflation). This would include salaries, benefits, and supplies to support the activities of this program listed above.

We are extremely grateful that Benton County has invested in our crime and gang prevention program and seek to continue that support.

Ki-Be Crime Prevention Program
 Kiona-Benton City School District
 PUBLIC SAFETY SALES TAX 2019-2020 REQUEST BUDGET

DESCRIPTION	TOTAL BUDGET	2019-2020 PSST FUNDING REQUEST
Staff 1 salary and benefits / Site Coordinator	\$ 78,638.00	\$ 78,638.00
Staff 2 salary and benefits / Grant Manager	\$ 8,260.00	
Equipment & supplies	\$ 1,025.00	
Training	\$ 2,050.00	
Payroll Processing	\$ 615.00	
Facility Costs	\$ 2.00	
Travel Reimbursement	\$ 550.00	
Parenting Class Costs	\$ 10,250.00	\$ 10,250.00
TOTAL PROGRAM EXPENSES	\$ 101,390.00	\$ 88,888.00

Kiona-Benton Crime Prevention Program Measurables

Kiona-Benton City School District
 1105 Dale Ave.
 Benton City, WA 99320

PROJECT SUMMARY		
REPORT DATE	PROJECT NAME	PREPARED BY
	Kiona-Benton Crime Prevention Program	Wade Haun

STATUS SUMMARY

MEASURABLES	PROGRESS TO DATE
Working with at least 10 students on a daily basis.	
The number of students retained or re-engaged in school without intervention this month.	
Special after school programs or activities started.	
Student Services Team meetings organized. Number of participants each month.	
Provided students with non-academic support to stay enrolled in school. Number of students	
Helped student enroll in Open Doors option to obtain GED through ESD 123.	
Home visits and parent contacts made this month.	

BUDGET OVERVIEW				
	TOTAL 2019-2020 BUDGET	MONTHLY INVOICE	TOTAL INVOICED	REMAINING BUDGET
Kiona-Benton Crime Prevention Program	\$88,888.00			

Signature

Date

RESOLUTION 2018 806

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND MIRROR MINISTRIES FOR HUMAN TRAFFICKING OUTREACH AND INTERVENTION

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

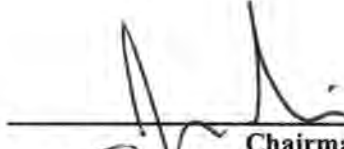
WHEREAS, during a Special Board Meeting held on May 3, 2018, Mirror Ministries submitted a Human Trafficking Outreach and Intervention proposal in the total contract amount not to exceed \$130,000.00 for 2019-2020; **NOW, THEREFORE**

BE IT RESOLVED, the amount not to exceed \$130,000.00, the 2019-2020 Mirror Ministries Human Trafficking Outreach and Intervention budget, has been approved by the Board of Benton County Commissioners; and


BE IT FURTHER RESOLVED each monthly payment will be made payable to Mirror Ministries, and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2019 and expire December 31, 2020.


Dated this 6 day of Nov, 2018



Chairman of the Board



Chairman Pro-Tem



Member

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and MIRROR MINISTRIES, a Washington nonprofit corporation, with its principal offices at 3104 W. Kennewick Avenue Suite C, Kennewick, WA 99336-2993, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Mirror Ministries Human Trafficking Outreach and Intervention Scope of Work; and
- c. Exhibit B, Mirror Ministries Human Trafficking Outreach and Intervention Budget; and
- d. Exhibit C, Mirror Ministries Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2019 and shall expire on December 31, 2020. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR for the Mirror Ministries Human Trafficking Outreach and Intervention Program is set forth in Exhibit "A, Mirror Ministries Human Trafficking Outreach and Intervention Scope of Work", which is attached hereto and incorporated herein by reference. The Mirror Ministries Human Trafficking Outreach and Intervention program provides outreach, prevention, and intervention services to at-risk populations, specifically those persons victimized or at threat of being victimized, by domestic sex trafficking. Over 100 victims have been served, with more than one-third of clients

affiliated with a gang in their trafficking.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall confer with the COUNTY monthly during the progress of the services performed. In addition, when requested by the COUNTY, the CONTRACTOR shall prepare and present status reports in the form of Exhibit "C, Mirror Ministries Measurables" demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Tricia MacFarlan
3104 W. Kennewick Avenue Suite C
Kennewick, WA 99336-2993
Phone: (509)783-5730
Email: Tricia.MacFarlan@mirror-ministries.org

- b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone : (509)222-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit "B, Mirror Ministries Human Trafficking Outreach and Intervention Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2019, through December 31, 2020,

CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed one-hundred thirty thousand dollars and zero cents (\$130,000.00).

- b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.
- c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing services hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. **INSURANCE**

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

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

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

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

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

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

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

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

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

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated

in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver

of subrogation on a pre-loss basis.

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

e. Verification of Coverage and Acceptability of Insurers:

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY'S Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and

local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. PATENT/COPYRIGHT INFRINGEMENT

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

17. DISPUTES

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

18. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this

Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

19. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

20. SUCCESSORS AND ASSIGNS

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

21. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

22. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically

excluded.

23. NOTICES

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

24. SURVIVABILITY

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

25. LITIGATION HOLD NOTICE

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

26. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S

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

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2019.

Dated: 11-6-2018

Dated: 10-25-18

Benton County Board of Commissioners

Mirror Ministries

Chairman

Signature

Member

Executive Director

Title:

Member

Tricia MacFarlan

PRINTED NAME

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

Attest:

Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

Exhibit A

Title of Program

Gang Crime Prevention and Intervention through Mirror Ministries Human Trafficking Outreach and Intervention

Executive Summary

Mirror Ministries provides much needed outreach, prevention and intervention with at-risk populations, specifically those persons victimized, or at threat of being victimized by, domestic sex trafficking. These vital programs are delivered through our highly qualified Sex Trafficking Advocates to increase public safety.

Currently, well over 100 victims of sex-trafficking have been served by a Mirror Ministries' Sex Trafficking Advocate. More than a third of these clients have been affiliated with a gang in their trafficking. Mirror Ministries Advocates play a crucial role in the interruption of gang activity and violence through education, intervention and advocacy. We need to continue to reach further into the community and bring services to currently unreached populations through the addition of a full time human trafficking advocate.

Mirror Ministries is requesting a grant from the Benton County Gang and Crime Prevention Initiative of \$65,000 annually to continue our Outreach and Intervention in Benton County. This funding represents one third of our personnel expenses utilized in our outreach and intervention programs (\$55,000 salaries, \$5,000 benefits), as well as some funds to pay for the materials utilized in the outreach and intervention (\$3,600 printing and copying, and \$1,400 tech for presentations). These funds will be utilized in Benton County. We have other sources of funding to supplement the Franklin County needs.

Name, Purpose Mission and Vision of Mirror Ministries

Mirror Ministries, a 501(c)(3) non-profit organization incorporated in Washington State, was founded in 2014 and operates in Benton County. Mirror Ministries is a heavily volunteer-run organization whose board and staff are committed to its mission to respond to domestic sex trafficking with the love of Christ through local education, intervention, restoration, and aftercare.

We do this through offering quality sex trafficking awareness, education, and trainings for local agencies, businesses, and schools, and offering intervention, and advocacy support for victims in partnership with local agencies, businesses, and law enforcement.

Mirror Ministries values respect, empowerment and empathetic care for human trafficking survivors and victims. In essence, this means that our volunteers and staff walk alongside survivors to empower them as they walk the long road to healing, recovery, and stability.

Our goal is that every survivor of human trafficking will one day be able to look in the mirror and see reflected back a person of inherent dignity and worth. Connecting survivors with quality, compassionate services, while providing avenues to connect with the community and engage society in a healthy way, is paramount to Mirror Ministries' mission.

Purpose and Need for the Program

We want to help reduce crime and make Benton County safer. Sex Trafficking, or Commercial Sexual Exploitation, is a largely unreported crime, yet we are seeing a dangerous trend. The need

Exhibit A

in our community has been well-documented in the recent stings, arrests, and news stories. Mirror has served over 100 of those victims since we began, and we are seeing about 5 new clients coming through our doors every month. Although Domestic Sex Trafficking victims come from every socio-economic background and ethnicity, our current case load of victims shows a disproportionately large percentage of victims from gang members. Statistically, over 25% of females in a gang are trafficked for sex. Internationally, the average age of entry into sex trafficking is 12-13 years old, which is the same average age of entry we have seen in the Tri-Cities. We believe the early education and intervention can help stop the growth of gang involvement and help those who have found themselves being coerced into a gang to see a way out.

In our current case load of identified victims of sex trafficking, we can identify at least a third of them were trafficked through local gangs, although not necessarily part of the gang themselves. Local gang members find selling a person repeatedly to be a more cost-efficient way of making money than selling drugs just once and having to obtain more. They have historically been less likely to be charged for sex trafficking than drug trafficking as the victims are afraid to testify against them. Gaining a victim's trust, amidst that fear, to share their story is a key element of a sex trafficking advocate's job.

Nationwide statistics show that approximately 80% of youth rescued from sex-trafficking have been part of our Foster Care system and 90% of runaways will be approached by a trafficker. These populations are also highly vulnerable to gang recruitment without intervention.

Finding these victims to offer them services has been difficult. This is a crime that is hidden in plain sight. Much of the 'marketplace' is online and thus easily moved and kept out of law enforcement's radar. We need ways to infiltrate the marketplace to be able to talk directly with the victims who are the 'product' in that market.

Although they are marketed online, victims still live in the real world, thus we need to place posters and brochures in the places they may be frequenting and offer them a hotline number they can call or text whenever they have a safe moment to ask for that help. We need to educate our community so there are more eyes and ears available to watch for the red flags that indicate someone may be a trafficking victim. We need to equip our community with tools to report what they see.

Mirror Ministries is in a unique position to educate on the dangers and warning signs, share options for a safe exit, and empower these victims to make the hard decisions that will lead them to freedom and a healthy, fulfilling life. Working together we can help keep our county safer and reduce crime through increased education/training, early intervention, enhanced reporting, and ongoing advocacy.

Detailed Program or Project Description

In order to offer sex trafficking victims a way out, Mirror Ministries operates a 24/7 sex trafficking hotline 1(509)212-9995. The hotline is answered by a trained advocate. The first quarter of 2018 has seen over 126 phone calls on the local hotline. There is always someone ready to respond to an urgent call and show up in person when needed.

Mirror is partnering with Seattle Against Slavery to run a software platform that will allow us to reach out on internet platforms to send text messages to potential victims about services available

Exhibit A

if and when they would like to reach out for help. This exciting new partnership will allow us to go directly to that hidden 'marketplace' to talk to them.

Mirror is doing 'street outreach' to reach homeless & runaway youth (and adults) that are/or are at risk of being trafficked. We are connecting directly with foster kids and those that are in charge of their care. These particular populations are at high risk for both Gang recruitment and sex trafficking. In the first 3 ½ months of 2018 we have seen 21 new victims of sex trafficking come through our doors for services. *We would aim to see at least 30 new victims identified each year in 2019 and 2020.*

Mirror Ministries brings sex trafficking education and training to local schools, businesses, and agencies. (Last year we did over 120 trainings, and so far for 2018 we have already done presentations to 41 different schools and agencies.) This allows for earlier identification and intervention for victims; as staff and students are made aware of the warning signs and the help available, more victims are brought forward to receive services. As victims have earlier intervention, they are likely to commit less crime under coercion from the trafficker, and they will not be formed into traffickers themselves (a common trafficking tactic). Education of the greater population prevents sex trafficking, which decreases the potential victim pool. As people become aware of the tactics used by traffickers and gangs, new crimes/victims will be prevented. *We aim to bring training/education to 80 or more schools, businesses, and agencies in Benton County annually.*

Human trafficking awareness training for businesses has brought more cooperation with law enforcement and more suspected activity and viable tips being reported clearly. Mirror Ministries is available as a resource to law enforcement in Benton County and each city therein. Victims respond more expediently to an advocate that they can trust; that trust takes time to build. Having an advocate to whom officers can confidently entrust a victim for ongoing services in a complex situation reduces their Out of Service time. Each victim's written statement, achieved through the relationship with the advocate, usually points to multiple traffickers who are trafficking multiple victims each. This evidence is crucial for Prosecutors to build strong cases against an otherwise hidden crime. This results in more cases prosecuted and fewer criminals on our streets.

Mirror Ministries is an active member of Tri-Cities Coalition Against Trafficking, a local coalition consisting of law enforcement, legal system, and social service agencies. We also are active members of several state and national networks for survivor services for victims of sex trafficking. Mirror is working closely with Benton County DOC, Law Enforcement, SARC, My Friend's Place, Juvenile Detention, TC-UGM's Women's Shelter, Tri-City You Medical and Hope Medical, local schools, and other agencies to identify human trafficking victims among their clients and provide advocacy services. This extends the reach of their organizations and our outreach as we work together towards education, intervention, and restoration.

Previous Work

Mirror Ministries programs and services are provided and delivered by highly trained advocates and volunteers. Thanks in part to the ongoing funding from Benton County Gang Crime Prevention, we have been able to serve over 100 victims of sex trafficking in our area. Mirror Ministries Local Sex Trafficking Hotline served over 400 phone calls in 2017 and has answered 126 in the first quarter of 2018. The hotline 1(509)212-9995 is answered 24/7 by a trained advocate.

Exhibit A

Last year our Education and Intervention for sex trafficking victims reached over 120 local schools, businesses, and agencies. In the first 4 months of 2018 we have done 41 local trainings.

We also provide Restoration for survivors of sex trafficking through our Mirror Ministries Outreach Center (MMOC). Our sex trafficking advocates provide intensive case management and walk a new client through reporting to law enforcement (if they are ready and willing), hospital rape kit, safety planning, safe shelter and basic necessities, and connecting them to the variety of therapy options at the MMOC. We offer Survivor Support groups, Counseling, Music Therapy, Art Therapy, Yoga, Cooking classes, piano and guitar, fun workshops, Success class, help with education and employment as well as basic life/coping skills. Our programming is survivor led through our clients requesting the services they see as beneficial in their healing.

Mirror Ministries has been working in our community since December 2014.

Previous Grants & other funding

Previous grants have been received through Women Helping Women Fund Tri-Cities, Columbia Community Church, Hope Outfitters, SAFE in Washington, and Wheatridge Foundation crowd-funding. Current grants are being sought from the Women Helping Women Fund Tri-Cities, The United Way, Franklin County, local civic clubs, and societies. The majority of Mirror's funding is through individuals, churches and businesses that are regular contributors.

Mirror Ministries provides all services and programs at no charge to clients/victims. 100% of this grant will be utilized in Benton County. We have well vetted and trained community volunteers to expand our program's reach and budget. Mirror Ministries is a stalwart steward of donated and grant funding. Programs are supported by a number of community partners, many of whom supply in-kind, budget off-setting, donations of goods and pro-bono professional services. This allows Mirror Ministries to maximize the return on donor investments.

Mirror Ministries Human Trafficking Outreach and Intervention

MIRROR MINISTRIES

PUBLIC SAFETY SALES TAX 2019-2020 REQUEST BUDGET

DESCRIPTION	TOTAL BUDGET	2019-2020 PSST FUNDING REQUEST
Human Trafficking Advocate (#1) Salary and Benefits	\$ 120,000.00	\$ 40,000.00
Human Trafficking Advocate (#2) Salary and Benefits	\$ 120,000.00	\$ 40,000.00
Program Director Salary and Benefits	\$ 120,000.00	\$ 40,000.00
Staff Training and Associated Travel	\$ 25,000.00	\$ -
Office Expenses	\$ 20,000.00	\$ -
Rent and Utilities	\$ 50,000.00	\$ -
Insurance	\$ 6,000.00	\$ -
Client Relocation	\$ 8,000.00	\$ -
Client Consumables	\$ 10,000.00	\$ -
Professional Servies (Accounting, Legal, Web-Site)	\$ 8,000.00	\$ -
Advertising and Promotion	\$ 2,400.00	\$ -
Educational Resources (computer, licensing, and printing)	\$ 17,200.00	\$ 10,000.00
Web based Reach Out program SAS	\$ 14,500.00	\$ -
TOTAL PROGRAM EXPENSES	\$ 521,100.00	\$ 130,000.00

Mirror Ministries Measurables: Exhibit C

Mirror Ministries
 PO Box 400, Richland, WA 99352
 (509) 948-8792

PROJECT SUMMARY		
REPORT DATE	PROJECT NAME	PREPARED BY
	Mirror Ministries Human Trafficking Outreach & Intervention	Tricia MacFarlan

MONTHLY STATUS SUMMARY
Types of outreach provided List of training/awareness events Organizations partnered with

MEASURABLES	PROGRESS TO DATE
Number of awareness/trainings to businesses, schools, agencies (Goal of 80/year)	
Number of Hotline Calls	
Number of organizations partnered with	
Number of new victims/survivors assessed (expectation of at least 30/year)	_____ youth, _____ 18-24 years, _____ adults _____ TOTAL New Victim/Survivor Assessments

BUDGET OVERVIEW				
	TOTAL 2019-2020 BUDGET	MONTHLY INVOICE	TOTAL YTD INVOICED	REMAINING BUDGET
Human Trafficking Outreach & Intervention	\$ 130,000.00			

Signature

Date

RESOLUTION 2018 831

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND FORGE YOUTH MENTORING FOR FORGE YOUTH MENTORING TRI-CITIES PROGRAM

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Special Board Meeting held on May 3, 2018, FORGE Youth Mentoring submitted a FORGE Youth Mentoring Tri-Cities program proposal in the total contract amount not to exceed \$90,000.00 for 2019-2020; **NOW, THEREFORE**

BE IT RESOLVED, the amount not to exceed \$90,000.00, the 2019-2020 FORGE Youth Mentoring submitted a FORGE Youth Mentoring Tri-Cities program budget, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to FORGE Youth Mentoring, and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2019 and expire December 31, 2020.

Dated this 20 day of Nov, 2018

Attest: *Carrie Madsen*
Clerk of the Board

[Signature]
Chairman of the Board
[Signature]
Chairman Pro-Tem
[Signature]
Member

Constituting the Board of County Commissioners of Benton County, Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and FORGE YOUTH MENTORING, a Washington nonprofit corporation, with its principal offices at 5520 Oleander Drive, West Richland, WA 99353-5701, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, FORGE Youth Mentoring Statement of Work; and
- c. Exhibit B, FORGE Youth Mentoring Tri-Cities Budget; and
- d. Exhibit C, FORGE Tri-Cities Measurable Goals.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2019, and shall expire on December 31, 2020. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR for the FORGE Tri-Cities Youth Mentoring program is set forth in Exhibit "A, FORGE Youth Mentoring Statement of Work", which is attached hereto and incorporated herein by reference. The FORGE Tri-Cities Youth Mentoring program will serve young people ages 8-18 in Benton County to provide a one-to-one mentoring relationship that will help youth identify purpose, resilience, basic life and social skills, and create stronger academic and job preparedness.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall confer with the COUNTY monthly during the progress of the services performed. In addition, when requested by the COUNTY, the CONTRACTOR shall prepare and present status reports in the form of Exhibit "C, FORGE Tri-Cities Measurable Goals" demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Todd Kleppin
5520 Oleander Drive
West Richland, WA 99353-5701
Phone: (509)438-1918
Email: todd@forgeyouthmentoring.org

- b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone : (509)222-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit "B, FORGE Youth Mentoring Tri-Cities Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2019, through December 31, 2020, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed ninety thousand dollars and zero cents (\$90,000.00).
- b. No payment shall be made for any services performed by the

CONTRACTOR, except for services identified and set forth in this Contract.

- c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to

persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers

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

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

b. **Commercial General Liability and Employers Liability**

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

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

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

COUNTY.

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

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

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

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

d. **Other Insurance Provisions:**

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

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

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-

compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The

COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of

this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract

for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance

and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

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

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2019.

Dated: 11-20-18

Benton County Board of Commissioners

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

Dated: 11/9/18

FORGE Youth Mentoring

Signature

Executive Director

Title:

Todd Kleppin

PRINTED NAME



FORGE YOUTH MENTORING STATEMENT OF WORK

Gang & Crime Prevention Initiative

Need:

Studies show that we are in a crisis as young people today are lacking necessary adult interaction and guidance, as well as connection to moral and spiritual values. This is leading to increased "serious mental, emotional, and behavioral problems among children and adolescents" which are seen in rising crime, depression, suicide, lack of social-skills, addiction, and other destructive choices (*Hardwired to Connect*, 2003).

Benton-Franklin County Juvenile Justice Center relayed these numbers in 2010, demonstrating results of this kind of missing connection and influence:

- 58 % responded to having "No current positive adult non-family relationships not connected to school or employment".
- 74% of those without positive adults are males
- "We know that positive adults serve as a protective factor to keeping young people out of our system. All too often these kids become further and further isolated from healthy relationships and pro social activities the deeper they get into the system."

Additionally, findings from the most recent Benton County's *Healthy Youth Survey* should sound an alarm as more than 1 in 3 high school sophomores said they "had feelings of sadness or hopeless for at least two weeks in the past year" and 1 in 5 students considered suicide. Further data from this extensive survey shows the growing use of alcohol and drugs. Lack of hope can lead to even greater negative choices.

Something positive to note from this survey is the statewide report that these high school students "are less likely to begin using marijuana if they believe that their parents (and community) think it's wrong." This is important as we seek to find solutions to the growing problems – adults close to youth can make an impact.

Solution:

What is needed is intentional connection between adult and youth generations to PREVENT negative choices that deeply effect youth, families, and the greater community - both financially and emotionally. We must implement mentoring programs that create and effectively sustain these long-lasting, life-changing relationships with safe and caring adults who can act as guides and share their "social capital" (the value of who is in our network and what lessons we've learned through life). There currently is no program serving Benton County.

Mentoring programs provide a safe and effective setting for kids' growth and adults to serve. Programs that follow the national proven standards of the *Effective Elements of Practice* are shown to make a significant difference in the lives of young people. Kids regularly meeting with an adult mentor for an average of one hour a week are: 52% less likely to skip school, 46% less likely to begin using drugs, 32% less violent crimes, 27% less likely to begin using alcohol (*BBBS Making a Difference*, 1995). Other studies show further impact on the lives of students in regards to emotional health, school work, relationship to adults, etc.

To increase the positive results of this strategy, forming deep partnership with the faith community is vital. These long-standing community institutions already host a multi-generational setting that promotes constructive and positive thinking, in addition to good life choices and service to others.

Plan:

FORGE Youth Mentoring (FORGE) has already begun work to develop a chapter of our organization here in Benton County to serve the greater Tri-Cities area. This program will serve young people ages 8-18, providing a one-to-one mentoring relationship that will help youth develop identity, purpose, resilience, basic life and social skills, and creating stronger academic and job preparedness.

FORGE Tri-Cities will be locally run and gain regular training, materials, and support from our national office. We believe in empowering community, so our work will not be to highlight us, but the volunteers and leadership here in the Tri-Cities. The affiliate will form deep connection with schools, law enforcement/Juvenile Justice, local service agencies, and the faith community - to help provide stability and sustainability.

FORGE's team is experienced in non-profit start-up, youth services development, and business development. With a combination of FORGE's staff experience and powerful strategy, teamed with various onsite and online training and consulting, we will launch a safe, effective, and sustainable mentoring program that is equipped with cutting edge tools and strategies. Our core training goes in depth into each element of a program that will bring results. These elements include:

- Program Design & Mission
- Leadership and Staff development
- Recruiting
- Screening
- Matching
- Supervision
- Mentor Training
- Match Closure
- Risk Management
- Tracking Software & Tools
- Marketing & Communications
- Community Partnerships

In addition to regular support from our national office, we will conduct a 6-month evaluation and 1-year Quality Assurance process. Another strength of our organization is our network of programs around the country who we bring together to communicate and learn from one another. This will help FORGE Tri-Cities continue to grow and remain most effective.

Request:

FORGE requests \$90,000 from Benton County to empower us to launch FORGE Tri-Cities and develop it through the next 24 months. This will allow us to begin work immediately on the items described above.

Budget:

The cost of creating, launching, and implementing FORGE Tri-Cities for the first year is:

\$ 32,000	Onsite development and initial training events (Jan-July 2019)
\$ 16,900	Branding and printed marketing materials/communications
\$ 8,000	Website development
\$ 4,000	Advertising
\$ 8,800	Insurance and legal fees
\$ 9,000	Programming (background checks, meetings, fundraising, etc.)
\$110,700	Director Salary (starting in June)
\$ 21,000	Secretary/Administration

\$ 13,200	Payroll Taxes
\$ 20,400	Rent & Utilities
\$ 4,000	Office furniture and supplies
\$ 2,640	Phones and Internet
\$ 11,000	Travel, networking meetings, and chamber fees
<hr/>	
\$249,640	TOTAL BUDGET (2019-2020)

Fundraising:

The key to sustainability is to properly balance individual donors, church partner contributions, local business donations/sponsorships, grants/foundations, and fundraising events. Grants will be used mainly for start-up and service expansion purposes.

\$ 75,000	Seed donors
\$ 70,000	Church Partners and local donors
\$105,000	Grants and Foundation contributions
\$250,000	Total INCOME (2019-2020)

FORGE and our Executive Director, Todd Kleppin, already have a solid presence in Benton County as Ignite Youth Mentoring was started under his leadership, with our training and model – reaching 100 mentor matches in 5 years.

FORGE Youth Mentoring Tri-Cities Budget

2019-2020 Public Safety Sales Tax (PSST) Funding Request

Description	Total Cost	Total Request
FORGE Onsite Community Development & Training		
Community assessment & engagement	1,500	1,000
Program Design - Tri-Cities Chapter of FORGE	3,500	3,000
Preliminary advertising & marketing	1,000	1,000
Community leadership & partnership development meetings	3,000	3,000
Leadership & volunteer onsite training courses with CAYM	6,000	6,000
Online training courses & coaching of staff/leadership with CAYM	5,000	3,000
Subtotal	20,000	17,000
FORGE Tri-Cities Ongoing Training & Coaching (2020)		
Coaching and Consulting staff & board of directors	1,200	1,200
Onsite Program Review & training	1,800	1,800
Full access to CAYM Online Training Courses & Resources Library	1,000	1,000
FORGE Chapter Fee & Support Package	4,000	4,000
Subtotal	8,000	8,000
FORGE Tri-Cities Quality Assurance Program & Assistance		
Quality Assurance evaluation, consultation, and implementation with CAYM	4,000	4,000
Subtotal	4,000	4,000
FORGE Tri-Cities branding/marketing/promotion, website design & print		
Branding design (Logo, templates, program & promo materials, etc.)	3,700	1,500
Print materials & advertising (rack cards, flyers, banners/signs, photography, videos)	4,000	1,800
Website design	4,000	2,000
Website URL, upkeep, specialty work, and hosting fees	4,000	1,200
Mentor & mentee programming resources & tools	1,200	500
Subtotal	16,900	7,000
FORGE Tri-Cities Staff		
Director (salary & benefits)	110,700	45,000
Secretary/Administration (salary) 20 hr/week (*Initially with VOLUNTEERS)	21,000	6,000
Payroll Taxes	13,200	-
Subtotal	144,900	51,000
FORGE Tri-Cities Office Needs		
Rent	19,200	-
Utilities	1,200	-
Phone & Internet	2,640	600
Desks, various furniture, copier, printer, supplies, etc.	4,000	2,400
Subtotal	27,040	3,000
FORGE Insurance & Legal Fees		
Board and Officers Insurance	2,400	-
General Liability	6,400	-
Subtotal	8,800	-
FORGE General Expenses		
background checks	3,500	-
Fundraising events, communications, grant writing	1,500	-
travel/networking meetings, chamber fees, etc.	11,000	-
Ongoing training & new staff training	4,000	-
Total :	Subtotal	-
Total Budget	249,640	90,000



BENTON COUNTY PSST GRANT

FORGE TRI-CITIES MEASUREABLE GOALS

SUMMARY OF FORGE MEASUREABLES:

By DEC 31, 2019

- All local leadership, Board of Directors, and volunteers are trained by CAYM to fully launch
- Collaboration with at least 5 other youth serving agencies – referrals & team efforts
- Partnership with at least 10 churches – volunteers, promotion, financial support, youth referral
- Volunteer team of at least 10 trained and overseeing matches
- Hire necessary administrative staff and permanent Executive Director
- At least 60 adults trained to become mentors
- 30 ongoing mentor matches created
- Youth report increase in Developmental Assets of at least 3 and begin to see improvements in attitudes towards school, family, and adults.
- Program evaluation conducted by CAYM in Fall and early 2020

By DEC 31, 2020

- Partnership with at least 20 churches
- Volunteer team of 20 individuals
- At least 60 adults trained to become mentors
- 50 ongoing mentor matches reached
- Youth report an average increase of at least 5 Developmental Assets
- Youth attitudes toward school, family, and adults improve
- School absences decrease by at least 2

Detailed look at Goals and Measureables:

• **JANUARY 2019:**

- Launch affiliate and begin making mentor matches
 - We will use January, as the National Mentoring Month to promote our launch & need
- Hold onsite training event for initial volunteers and leadership
- Recruiting potential mentors (including the 70 mentors that Ignite Youth Mentoring recently released as they closed their doors)
 - We will begin our campaign in DEC 2018 and it will remain ongoing

- Secure funds for first 6 months (training, marketing, staff, etc.)
- **FEBRUARY 2019:**
 - Train referral agents (schools, service agencies, Juvenile Justice, etc.)
 - Kennewick and Richland School district counselors by the end of March
 - At least 5 other potential referral agencies by end of March
 - At least 5-7 partner churches who can identify kids in need
 - Hire necessary administrative staff
- **MARCH 2019:**
 - Obtain partnership with a minimum of 8 churches (promotion, volunteers, funds)
- **JUNE 2019:**
 - Secure at least 15 ongoing mentor matches
 - Hire a permanent Executive Director
 - Conduct 6 month evaluation of program
- **DECEMBER 2019:**
 - 60 adults Oriented on how to become mentors
 - Secure 30 mentor matches by the end of December
- **ONGOING (2019-2020):**
 - Provide training and coaching for local staff and volunteers (ongoing)


RESOLUTION 2018 832

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 0148101, FROM DEPARTMENT NUMBER 115 TO DEPARTMENT NUMBER 122.

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


Dated this 20 day of Nov, 2018



Chairman of the Board



Member



Member

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

Attest:



Clerk of the Board

cc: Auditor, M Flores

Flores

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FR

TRANSFER TC

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.320	4103	Professional Services	\$41,643	521.210	5167	City of Kennewick	\$41,643
TOTAL			\$41,643	TOTAL			\$41,643

Explanation:

Transfer needed to pay 2018/2019 Metro Contribution to City of Kennewick.

Prepared by:

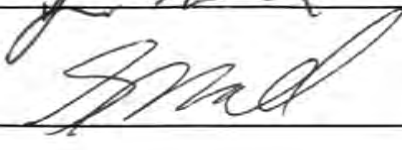
Date:

Approved Denied

Date: 11-20-2018



Chairman



Member



Member

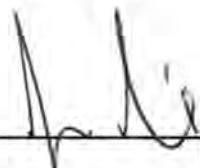
RESOLUTION 2018 833

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PST
FUND NUMBER 0148101, DEPARTMENT NUMBER 117

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

Dated this 20 day of Nov, 2018



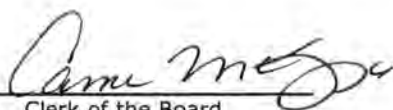
Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

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

cc: Dept., Auditor, File.

Prepared by:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Prosecuting Attorney

Dept Nbr: 117

Fund Name: PST

Fund Nbr: 0148101

TRANSFER FROM: Dept 117

TRANSFER TO: Dept 117

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300	1355	Legal Sec VII	\$1,500	515.300	4201	Postage	\$500
				515.300	4905	Training	\$1,000
TOTAL			\$1,500	TOTAL			\$1,500

Explanation:

The line item transfer is needed to cover anticipated budget shortfalls.

Prepared by: Ginny Baddley

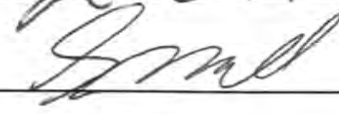
Date: 13-Nov-2018


Approved

Denied

Date: 11-20-2018


Chairman


Member


Member

RESOLUTION 2018 834

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

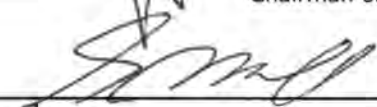
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 135.

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

Dated this 20 day of Nov, 2018



Chairman of the Board



Member



Member

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

Attest: 

Clerk of the Board

cc: Dept., Auditor

C. McKenzie

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
557-200	3101	Supplies	\$200	557-200	1663	PST Coordinator	\$1,758
557-200	3201	Fuel	\$600				
557-200	4103	Professional Services	\$1,000	557-200	2102	Social Security	\$135
557-200	4301	Travel	\$479	557-200	2103	Medical Insurance	\$250
				557-200	2104	Retirement	\$136
TOTAL			\$2,279	TOTAL			\$2,279

Explanation:

2017-2018 Budget

Prepared by:


Date:


Approved

Denied

Date: 11/20/2018


 _____ Chairman


 _____ Member


 _____ Member

RESOLUTION 2018 895

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND SAFE HARBOR CRISIS NURSERY FOR MY FRIENDS PLACE HOMELESS TEEN SHELTER

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to “improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts”; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Special Board Meeting held on May 3, 2018, Safe Harbor Crisis Nursery submitted a My Friends Place Homeless Teen Shelter proposal in the total contract amount not to exceed \$400,000.00 for 2019-2020; **NOW, THEREFORE**

BE IT RESOLVED, the amount not to exceed \$400,000.00, for the 2019-2020 My Friends Place Homeless Teen Shelter, has been approved by the Board of Benton County Commissioners; and

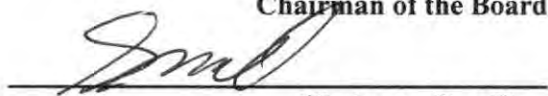
BE IT FURTHER RESOLVED each monthly payment will be made payable to Safe Harbor Crisis Nursery; and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2019 and expire December 31, 2020.

Dated this 4 day of Dec, 2018

JEROME DELVIN - ABSENT

Chairman of the Board



Chairman Pro-Tem



Member

Attest: 
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and SAFE HARBOR CRISIS NURSERY, a Washington nonprofit corporation, with its principal offices at 1111 N. Grant Place, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Scope of Work; and
- c. Exhibit B, My Friends Place Homeless Teen Shelter Budget; and
- d. Exhibit C, Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2019, and shall expire on December 31, 2020. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR for the My Friends Place Homeless Teen Shelter is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference. My Friends Place is Southeastern Washington's first safe overnight teen shelter and 24-hour drop in center for homeless teens. My Friends Place also provides food, showers, homework help, laundry facilities, clothing, school supplies, and access to services to any homeless youth in the community.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall confer with the COUNTY monthly during the progress of the services performed. In addition, when requested by the COUNTY, the CONTRACTOR shall prepare and present status reports in the form of Exhibit "C, Measurables" demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Karen Kirk-Brockman
1111 N. Grant Place
Kennewick, WA 99336
Phone: (509)783-5756
Email: shcnkaren@gmail.com

- b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone : (509)222-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit "B, My Friends Place Homeless Teen Shelter Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2019, through December 31, 2020, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed four-hundred thousand dollars and zero cents (\$400,000.00).
- b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in

this Contract.

- c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused

in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

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

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of

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

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

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

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

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

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

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

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

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

d. **Other Insurance Provisions:**

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

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

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S

compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that

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

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of

this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon

request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any

dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in

force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

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

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2019.

Dated: 12-4-18

Dated: 11/6/18

Benton County Board of Commissioners

Safe Harbor Crisis Nursery

JEROME DELVIN - ABSENT

Chairman

Signature

Member

Executive Director

Title:

Member

Karen Kirk-Brockman

PRINTED NAME

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

Attest:

Carmen Meyer
Clerk of the Board

Approved as to Form

[Signature]
Civil Deputy Prosecuting Attorney



From the desk of Karen Brockman

SCOPE OF WORK

Proposal

Meet Washington State licensing requirements for staffing and community outreach for My Friends Place-Homeless Youth Shelter and 24 hour drop in Center

Program Description

My Friends' Place is Southeastern Washington's first safe overnight Teen Shelter and 24 hour drop in center for homeless teens. My Friends' Place had its ribbon cutting ceremony on November 30, 2011 and is currently providing immediate basic human survival needs for youth on the streets. Warm meals, showers, laundry, and a safe place to rest, for youth ages 13 through 17. Dedicated staff, volunteer mentors, and intensive case management assist the teens in accessing long term solutions including family reconciliation services, transitional living arrangements, educational programs, job training, and help with mental health or chemical dependency.

My Friends' Place also provides dinners, showers, homework help, laundry facilities, clothes, school supplies, and access to community services to any homeless youth who just use our drop in service and in 2017 we served 172 of them.

Need for the Program

Homeless street youth in Benton County commit many crimes while trying to meet their basic needs. When teens are without housing, food, clothing and guidance many resort to trespassing, thefts, burglaries, assaults and in one case a murder. Homeless youth are easily exploited (sexually and physically) and seek to find a place to belong feel safe. All too often that is in association with streets groups/gangs.

Demographics of the youth in overnight shelter in 2017

62% of youth served this past year were female. 3% of our population identified as LGBTQ youth, 97% were American citizens. 41% self-identified as Caucasian, 24%



From the desk of Karen Brockman

Hispanic, 13% African American, with 1 El Salvadorian National, 1 Guadeloupean National and 1 Arabic youth.

Gang involved street youth in 2017

In 2017 we housed 14 acknowledged gang members. While we know the numbers who we provided basic needs are much higher, we only count those who acknowledge their affiliation. Of the 68 youth who stayed with us all had exposure to gangs on the street before coming to the shelter. We removed 30 street kids, those who have had substantial time on the streets. Case managers were able to engage these gang members and get them back into school with provided services. Case managers worked quickly to locate community support and family options for these gang affiliated youth.

Outcomes in 2017

Every parent is notified their child has been located and brought into our shelter. Out of the entire population of homeless youth at our shelter, 33 of those youth were reunited with their parents, eventually. Intensive case management services were used to get these families reconnected. 14 of these youths located individual housing after turning 18 and being required to leave our facility. 12 of the homeless youth located jobs as well as continuing to attend school. 2 youth entered drug treatment facilities and 1 entered job corp.

According to OSPI and Washington Kids County Teen Homelessness has steadily increased over the past 9 years. Without being able to accommodate the number of teens on our streets Benton County will face a larger problem with criminal activity and protecting public safety. On April 19th, 2018, the State of Washington announced that homeless teens in Washington is the highest it has ever been.

kidscountwa.org/state-of-washingtons-kids-2016,

www.k12.wa.us/Communications/PressReleases2018/HomelessnessIncrease.aspx



From the desk of Karen Brockman

Challenges faced, opportunities/issues the program seeks to address

Meeting Washington State licensing requirements for staffing and community outreach for My Friends' Place-Homeless Youth Shelter.

Benton County has been fortunate to be able to offer a solution to teen homeless and public safety issue by contributing to My Friends' Place. We can provide 20 beds for local homeless teens. However, due to licensing restrictions unless we can hire additional staff the State Licensing Agency will not allow us to house more than 8 with our current number of employees. We have previously been able to house double that number of youth, with no censure.

However, we have been notified by the State that we are now required to double our staffing when we have over 8 youth (we always have more than 8) This staffing requirement makes it essential to increase the financial assistance of the Public Safety Tax funding. With the current licensing restriction, we cannot possibly supplement the additional funds needed to meet the number of street youth that we currently assist. Each youth that we keep off the street and provide housing, food and assistance is stopping criminal activity they will engage in or be the victims of.

With the \$50,000 a year received from Benton County Public Safety tax money we have been able to keep kids off the streets and not engaging in criminal activity therefore, assisting in providing community safety. Without the Homeless Teen Shelter these kids would be without shelter, food and basic care, and on the streets committing crimes or engaging in criminal activity or become a victim of a crime. With stricter State licensing requirements are now being enforced which make it necessary to increase the amount of funding required to operate the shelter and increase street outreach. Demand of the shelter grows each year as we are able to reach more street youth in need of services, using case managers and street youth who have already been removed from the streets

MY FRIENDS PLACE HOMELESS TEEN SHELTER BUDGET

SAFE HARBOR SUPPORT CENTER
PUBLIC SAFETY SALES TAX 2019-2020 REQUEST BUDGET

DESCRIPTION	TOTAL 2019-2020 BUDGET	2019-2020 PSST FUNDING REQUEST	%
SALARY AND BENEFITS EXPENSES			
Safe Harbor Crisis Center Executive Director	\$ 152,414.00	\$ 52,414.00	34%
My Friends Place Director	\$ 93,721.00	\$ 29,721.00	32%
My Friends Place Case Manager	\$ 71,721.00	\$ 17,721.00	25%
Shelter Staff 1 (Nights) - \$14.50/hr x 33 hr/wk	\$ 49,764.00	\$ 10,296.00	21%
Shelter Staff 2 (Swing) - \$14.00/hr x 33 hr/wk	\$ 48,048.00	\$ 8,580.00	18%
Shelter Staff 3 (Nights) - \$14.50/hr x 36 hr/wk	\$ 54,288.00	\$ 11,232.00	21%
Shelter Staff 4 (Swing) - \$14.00/hr x 36 hr/wk	\$ 52,416.00	\$ 9,360.00	18%
Shelter Staff 5 (Swing) - \$14.00/hr x 33 hr/wk	\$ 48,048.00	\$ 48,048.00	100%
Shelter Staff 6 (Swing) - \$14.00/hr x 36 hr/wk	\$ 52,416.00	\$ 52,416.00	100%
Shelter Staff 7 (Nights) - \$14.50/hr x 33 hr/wk	\$ 54,288.00	\$ 54,288.00	100%
Shelter Staff 8 (Nights) - \$14.50/hr x 36 hr/wk	\$ 49,764.00	\$ 49,764.00	100%
On-Call Staff 1 - \$13.50/hr x 20 hr/wk	\$ 28,080.00	\$ 28,080.00	100%
On-Call Staff 2 - \$13.50/hr x 20 hr/wk	\$ 28,080.00	\$ 28,080.00	100%
SUBTOTAL	\$ 783,048.00	\$ 400,000.00	51%
OFFICE OPERATIONS			
Mortgage Payment (My Friends Place)	\$ 25,199.28	\$ -	-
Electricity	\$ 9,744.24	\$ -	-
Utilities (Water/Irrigation/Sewer/Garbage)	\$ 6,600.00	\$ -	-
Communications (Phone/Internet/Cell)	\$ 7,800.00	\$ -	-
Insurance	\$ 25,944.00	\$ -	-
Property Taxes	\$ 5,334.00	\$ -	-
Building and Facility Maintenance	\$ 22,000.00	\$ -	-
Office Supplies	\$ 5,119.92	\$ -	-
Miscellaneous Expenses	\$ 51,937.30	\$ -	-
Legal and Professional Services	\$ 12,238.34	\$ -	-
SUBTOTAL	\$ 171,917.08	\$ -	-
PROGRAMMING EXPENSES			
Food for My Friends Place	\$ 19,200.00	\$ -	-
Miscellaneous Program Expenses	\$ 4,800.00	\$ -	-
SUBTOTAL	\$ 24,000.00	\$ -	-
TOTAL PROGRAM EXPENSES	\$ 978,965.08	\$ 400,000.00	



Safe Harbor Crisis Nursery
 1111 N. Grant Place
 Kennewick, WA 99336
 (509) 554-4003

Safe Harbor
 CRISIS NURSERY

Exhibit C: Measurables

PROJECT SUMMARY		
REPORT DATE	PROJECT NAME	PREPARED BY
(Insert Date)	Safe Harbor – My Friends Place	Karen Kirk-Brockman Executive Director, Safe Harbor Crisis Nursery

STATUS SUMMARY
(Type brief status report here)

MEASURABLES	PROGRESS TO DATE
Number of new teens enrolled in school/GED	
Number of teens that achieved diploma/GED	
Number of new teens in case management services	
2 outreach events performed each month	
25 new clients reached at outreach event	
Number of Outreach Bags provided	
Number of meals served	
Number of attendees at each parenting class	

BUDGET OVERVIEW				
	TOTAL 2019-2020 BUDGET	MONTHLY INVOICE	TOTAL INVOICED	REMAINING BUDGET
My Friends Place PSST	400,000.00			

Submitted by _____

Date _____

RESOLUTION 2018 896

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFET TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 171

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

Dated this 4 day of Dec, 2018

JEROME DELVIN - ABSENT

Chairman of the Board



Member



Member

Attest:


Clerk of the Board

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

cc: Dept., Auditor

Prepared by: J. Bowe

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
527.100	4103	Professional Services	\$2,945	527.100	1710	Counselor II	\$1,620
				527.100	2104	Retirement	\$1,325
TOTAL			\$2,945	TOTAL			\$2,945

Explanation:

Line item transfer necessary to cover deficit line items. Deficits cover COLA's and Retirement increases not originally included in adopted budget.

Prepared by:

Date:

Approved JEROME DELVIN - ABSENT Denied

Date: 12-4-18

Chairman

Member

James A. Beaver

Member

RESOLUTION 2018 897

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFET TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 138

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

Dated this 4 day of Dec, 2018


JEROME DELVIN - ABSENT

Chairman of the Board


Member


Member

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

Attest: 
Clerk of the Board

cc: Dept., Auditor

Prepared by: J. Bowe

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
512.232	3101	Supplies	\$4,000	512.232	1605	Counselor II	\$14,995
512.232	4131	Security	\$9,592	512.232	1664	Counselor III	\$3,290
512.232	4103	Professional Services	\$11,643	512.232	2102	Social Security (FICA)	\$1,370
				512.232	2103	Medical Insurance	\$2,820
				512.232	2104	Retirement	\$1,760
				512.232	3130	Incentives	\$500
				512.232	3201	Vehicle Fuel	\$500
TOTAL			\$25,235	TOTAL			\$25,235

Explanation:

Line item transfer necessary to cover deficit line items. Deficits cover calculation error in original budget calculations, COLA's, Medical, and Retirement increases not originally included in adopted budget.

Prepared by:

Date:

Approved



JEROME DELVIN - ABSENT

Denied



Date:

12-4-18

Chairman

Member

Member


RESOLUTION 2018 995

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

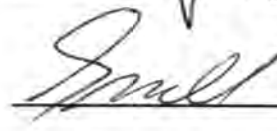
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 117

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

Dated this 19 day of Dec. 2018



Chairman of the Board



Member



Member

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

Attest: 

Clerk of the Board

cc: Dept., Auditor, File.

Prepared by:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Prosecuting Attorney

Dept Nbr: 117

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Dept 117

TRANSFER TO: Dept 117

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300.	1198	Deputy Prosecuting Attorney	\$14,000	515.300	4201	Postage	\$1,000
				515.300	4103	Professional Services	\$9,000
				515.300	4905	Training	\$1,000
				515.300	3111	Publications	\$3,000
TOTAL			\$14,000	TOTAL			\$14,000

Explanation:

The line item transfer is needed to cover anticipated budget shortfalls.

Prepared by: Ginny Baddley

Date: 10-Dec-2018

Approved

Denied

Date: 12-18-19



Chairman



Member



Member

RESOLUTION 2018 996

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 138.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto to be applied to the December, 2018 budget.

Dated this 18 day of Dec, 2018



Chairman of the Board



Member



Member

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

Attest: 

Clerk of the Board

cc: Commissioners; Auditor; File, Superior Court

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Adult Drug Court

Dept Nbr: 138

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Adult Drug Court

TRANSFER TO: Adult Drug Court

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.213	2103	Medical Insurance	\$2,500	512.213	1496	Drug Court Case Mgr	2,500
512.213	2103	Medical Insurance	\$3,500	512.213	1536	Drug Court Coordinator	3,500
512.213	4102	Contract Services	\$1,500	512.213	3101	Supplies	1,500
512.213	4102	Contract Services	\$100	512.213	3501	Minor Equip/Small Tools	100
TOTAL			\$7,600	TOTAL			\$7,600

Explanation: Transfer of funds to more accurately cover the costs of COLA and benefit costs for the 2017-2018 budget, as well as additional supply and equipment costs.

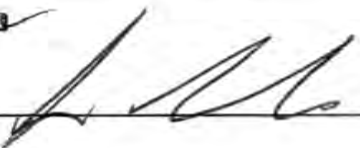
Prepared by: Patricia Austin, Superior Court Administrator

Date: 11-Dec-2018

Approved

Denied

Date: 12-18-2018



Chairman



Member



Member

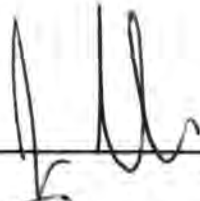
RESOLUTION 2018 997

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, DEPARTMENT NUMBER 171

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

Dated this 18 day of Dec, 2018



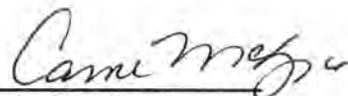
Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

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

cc. Dept., Auditor

Prepared by: J. Bowe

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
527.100	4103	Professional Services	\$550	527.100	1710	Counselor II	\$500
				527.100	2102	Social Security (FICA)	\$20
				527.100	2104	Retirement	\$30
TOTAL			\$550	TOTAL			\$550

Explanation:

Line item transfer necessary to cover deficit line items due to employee step increase.

Prepared by:

Date:

Approved  Denied

Date: 12-18-18


Member


Member

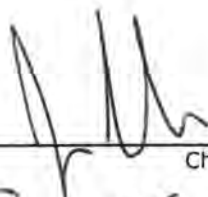
RESOLUTION 2018 998

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148-101, SHERIFF PATROL DEPARTMENT NUMBER 121.

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

Dated this 10 day of Dec, 2018



Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

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

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
DEPT 121				DEPT 121			
521.210	1569	Detective	\$12,650	521.231	2106	Uniform Laundry	\$350
				521.210	5119	EDC - 800 MHZ User Fees	\$12,300
TOTAL			\$12,650	TOTAL			\$12,650

Explanation:
 To appropriate funding within PST Sheriff Patrol for Uniform Laundry & Interlocal funding for December 2018.

Prepared by:


Date:

Approved

Denied

Date: 12-18-18


 _____ Chairman


 _____ Member


 _____ Member


RESOLUTION 2018 999

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 115 TO DEPARTMENT NUMBER 136.

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

Dated this 18 day of Dec, 2018



Chairman of the Board



Member



Member

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

Attest: 

Clerk of the Board

cc: Dept., Auditor

I. Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: 115

TRANSFER TO: 136

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.320	4103	Professional Services	\$720	515.910	1656	Executive Assistant	\$700
				515.910	2104	Retirement	\$20
TOTAL			\$720	TOTAL			\$720

Explanation:

To cover 2017/2018 budget shortfall in payroll line items.

Prepared by:

Date:

Approved

Denied

Date: 12-18-18



 Chairman



 Member



 Member

RESOLUTION 20181000

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND BENTON-FRANKLIN HEALTH DISTRICT FOR NURSE FAMILY PARTNERSHIP PROGRAM

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to “improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts”; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and


WHEREAS, during a Special Board Meeting held on May 3, 2018, Benton-Franklin Health District submitted a Nurse Family Partnership Program proposal in the total contract amount not to exceed \$609,338.10 for 2019-2020; **NOW, THEREFORE**

BE IT RESOLVED, the amount not to exceed \$609,338.10, the 2019-2020 Nurse Family Partnership Program budget, has been approved by the Board of Benton County Commissioners; and

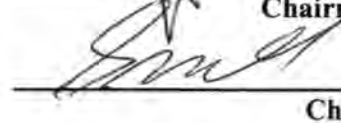
BE IT FURTHER RESOLVED each monthly payment will be made payable to Benton-Franklin Health District; and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2019 and expire December 31, 2020.

Dated this 10 day of Dec, 2018



Chairman of the Board



Chairman Pro-Tem



Member

Attest:.....
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and BENTON-FRANKLIN HEALTH DISTRICT, , with its principal offices at 7102 W. Okanogan Place, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Benton-Franklin Health District Nurse Family Partnership Scope of Work; and
- c. Exhibit B, Nurse Family Partnership Program Budget; and
- d. Exhibit C, Progress Report Measurements.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2019 and shall expire on December 31, 2020. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR for the Nurse Family Partnership maternal and early childhood health program is set forth in Exhibit "A, Benton-Franklin Health District Nurse Family Partnership Scope of Work", which is attached hereto and incorporated herein by reference. The Nurse Family Partnership program introduces vulnerable first-time parents to public health nurses, who deliver the support to new parents to have a healthy pregnancy, become knowledgeable, responsible parents, and provide their children with the best possible start in life.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall confer with the COUNTY as requested during the progress of the services performed. In addition, the CONTRACTOR shall prepare and present status reports monthly in the form of Exhibit "C, Progress Report Measurements" demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Bonnie Hall,
Contract & Billing Manager
7122 W. Okanogan Place
Kennewick, WA 99336
Phone: (509)460-4553
Email: bonnieh@bfhd.wa.gov

- b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone : (509)222-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit "B, Nurse Family Partnership Program Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2019, through December 31, 2020, CONTRACTOR shall be compensated based on the amount of expenses set forth in

Exhibit B in an amount not to exceed six hundred thousand three-hundred thirty-eight dollars and ten cents (\$609,338.10).

- b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.
- c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. **AMENDMENTS**

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from

and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

8. **INSURANCE**

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

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

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

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

The commercial general liability policy will contain an

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

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

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

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

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

d. **Other Insurance Provisions:**

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

CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY'S Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. **TERMINATION**

Except as otherwise provided in this Contract, either party may terminate or suspend this Contract for convenience by providing at least 30 days' advance written notice to the other party. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- a. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed, however work performed by CONTRACTOR prior to notification of termination shall be paid in full by COUNTY.
- b. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. **NON-WAIVER OF RIGHTS**

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration. Patient Protected Health Information (PHI) will not be shared with COUNTY without a fully executed Business Associate Agreement signed in accordance with HIPAA law.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY, excluding all individually identifiable Protected Health Information. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. It is understood that some materials included in this program are owned by third parties per the NFP program requirements (i.e., NFP, Thrive, Efforts to Outcomes, etc.) and are excluded from this provision. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job, (excluding all individually identifiable Protected Health Information) using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the

COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

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

19. CONFIDENTIALITY

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

The COUNTY, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the CONTRACTOR or acquired by the CONTRACTOR in performance of this Contract, except upon the prior written consent of the CONTRACTOR as required by RCW 42.56 et. Seq., or by an order entered by a court of competent jurisdiction. The COUNTY shall promptly give the CONTRACTOR written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding

arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT


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

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2019.

Dated: 12-18-2018


Benton County Board of Commissioners


Chairman

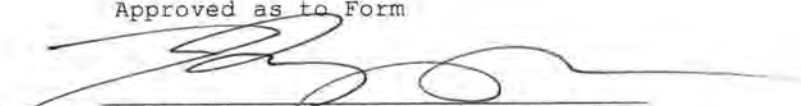

Member


Member

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

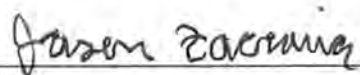
Attest : 
Clerk of the Board

Approved as to Form


Civil Deputy Prosecuting Attorney

Dated: 12/10/18

Benton-Franklin Health District


Signature

Public Health District Administrator
Title

Jason Zaccaria, M.H.A.
PRINTED NAME



Exhibit A: Benton-Franklin Health District Nurse Family Partnership Scope of Work

Introduction

The Nurse-Family Partnership (NFP) program is a maternal and early childhood health program that fosters long-term success for first-time moms, their babies and society. NFP's maternal health program introduces vulnerable first-time parents to public health nurses. The nurses deliver the support new moms need to have a healthy pregnancy, become knowledgeable and responsible parents, and provide their babies with the best possible start in life.

Program Goals

The program provides low-income, first-time mothers of any age with home-visitation services from public health nurses. It addresses substance abuse and other behaviors that contribute to family poverty, subsequent pregnancies, poor maternal and infant outcomes, suboptimal childcare, and limited opportunities for the children.

Program Components

The nurses work intensively with the mothers to improve maternal, prenatal, and early childhood health and well-being, with the expectation that this intervention will achieve long-term improvements in the lives of at-risk families. The intervention process concentrates on developing therapeutic relationships with the family and is designed to improve five broad domains of family functioning, to include: parental roles, family and friend support, physical and mental health, home and neighborhood environment, and major life events (e.g., pregnancy planning, education, employment). Home visits by nurses are conducted during the woman's pregnancy and continue until the child reaches 24 months of age. Maternal and child health nurses meet with each first-time mother in 64 planned home visits over 2 ½ years. Prenatally, they focus on preventive health and prenatal practices for the mother—helping her find appropriate prenatal care, improve her diet, and reduce her use of tobacco, alcohol, and illegal substances. Additionally, maternal and child health nurses help the mother prepare emotionally for the arrival of the baby. Post-birth, they focus on health and developmental education, focusing on child milestones and behaviors and teaching parents to use praise. They also focus on coaching the mothers and their families in planning for their future, staying in school, finding employment, and planning future pregnancies.

Environmental Health & Community Health Centers

Kennewick Office:
7102 W. Okanogan Place
Kennewick, WA 99336
Phone: 509-460-4200

Pasco Office:
412 W. Clark St
Pasco, WA 99301
Phone: 509-547-9737

Challenges/Lesson Learned

The BFHD NFP program has been running successfully in Benton County now for almost two years. The team of skilled public health nurses have worked successfully to serve 49 families with graduates coming forward during the 2019-2020 biennium. Programmatically, NFP has run very smoothly and without significant issues, especially given its even longer history in Franklin County. The one challenge that has proved difficult is the recruitment of an additional public health nurse. BFHD has learned it is very difficult to recruit public health nurses, not only for the NFP program, but also for other areas of our organization. Expanded recruitment efforts have increased recently to try to fill the position. Additional creative options may need to be explored to ensure we have the nursing capacity available to meet the increasing need in Benton County.

Future Plans

BFHD plans to continue to strive to meet the needs of its Benton county residents that will benefit from the NFP program in the future. The organization will increase its recruitment efforts as needed as the demand for the program increases.

Benton-Franklin Health District Proposal

BFHD proposes to utilize funding from the Crime Prevention Tax to continue the program in Benton County (see Exhibit A).

The Benton-Franklin Health District respectfully requests that Benton County continue its support for the Nurse Family Partnership program and approve this proposal

Program Theory

NFP is based on the integration of three theories. First is the theory of human ecology that emphasizes the impact of the social context on human development. This context includes relationships with other family members, friends, neighborhoods, communities and cultures. The second is the self-efficacy theory, which posits that people are more likely to engage in a desirable behavior if they believe the behavior will produce a desired outcome. The program helps parents set realistic goals and bolsters parents' confidence in their ability to reach those goals. The third, attachment theory, holds that children who receive sensitive and responsive parenting are more likely to embody these qualities themselves.

Program Components

The nurses work intensively with the mothers to improve maternal, prenatal, and early childhood health and well-being, with the expectation that this intervention will help achieve long-term improvements in the lives of at-risk families. The intervention process concentrates on developing therapeutic relationships with the family and is designed to improve five broad domains of family functioning:

- Parental roles
- Family and friend support
- Physical and mental health
- Home and neighborhood environment
- Major life events (e.g., pregnancy planning, education, employment)

Home visits by nurses are conducted during the woman's pregnancy and continue until the child reaches 24 months of age. Maternal and child health nurses meet with each first-time mother in 64 planned home visits over 2 ½ years. Prenatally, they focus on preventive health and prenatal practices for the mother—helping her find appropriate prenatal care, improve her diet, and reduce her use of tobacco, alcohol, and illegal substances. Additionally, maternal and child health nurses help the mother prepare emotionally for the arrival of the baby. Post-birth, they focus on health and development education, focusing on child development milestones and behaviors and teaching parents to use praise and other nonviolent techniques. They also focus on coaching the mothers and their families in planning for their future, staying in school, finding employment, and planning future pregnancies.

Program Studies

Using randomized, controlled studies, the NFP model has improved outcomes in several areas which have been published in leading peer-reviewed journals including the Journal of the American Medical Association (JAMA). Among these studies, Dr. Olds (1997) observed a reduction over a 2 year period in adolescents running away, fewer convictions and violations of probations, behavioral problems and intake of alcohol and cigarette usage¹. This study was conducted in a semi-rural community in New York State and included 500 pregnant women. In a second study, Dr. Olds determined that participants in the program were less likely to neglect and/or abuse their children². This study, conducted over a 15 year period, included 324 women and their children who graduated the program 13 years earlier. Based on these results, NFP has been recognized by a number of groups including the Office of Juvenile Justice & Delinquency Prevention (OJJDP) as an Exemplary Model Program. The RAND Corporation has shown that for every one dollar invested in NFP there is a long term return on investment of over five dollars as there is decreased crime and social service dependence for the highest risk clients.

¹ Long-term Effects of Nurse Home Visitation on Children's Criminal and Antisocial Behavior: Fifteen-Year Follow-up of a Randomized Controlled Trial: Olds, D; Eckenrode, J; Henderson Jr., CR; et al. JAMA. 1998; 280:1238-1244.

² Long-term Effects of Home Visitation on Maternal Life Course and Child Abuse and Neglect: Fifteen-year Follow-up of a Randomized Trial: Olds, D; Eckenrode, J; Henderson Jr., CR; et al. JAMA. 1997; 278(8):637-643.

NURSE FAMILY PARTNERSHIP PROGRAM BUDGET

BENTON-FRANKLIN HEALTH DISTRICT
BENTON COUNTY PUBLIC SAFETY SALES TAX 2019-2020 REQUEST BUDGET

DESCRIPTION	TOTAL BUDGET	2019-2020 PSST FUNDING REQUEST
562.2203.11010 SALARIES & WAGES		
Public Health Nurse, 1.00 FTE	\$ 118,263.00	\$ 118,263.00
Public Health Nurse, 1.00 FTE	\$ 112,642.00	\$ 112,642.00
Social Worker II, 0.25 FTE	\$ 35,552.00	\$ 35,552.00
Public Health Nurse III (Supervisor), 0.20 FTE	\$ 39,711.00	\$ 39,711.00
Clerk, 0.75 FTE	\$ 56,055.00	\$ 56,055.00
TOTAL SALARIES & WAGES	\$ 362,223.00	\$ 362,223.00
562.2203.21000 BENEFITS (RATE 38%)	\$ 137,645.00	\$ 137,645.00
562.2203.31000 SUPPLIES & EQUIPMENT		
Office Supplies	\$ 3,030.00	\$ 3,030.00
Program Supplies	\$ 11,110.00	\$ 11,110.00
Operating Equipment	\$ 3,030.00	\$ 3,030.00
TOTAL SUPPLIES & EQUIPMENT	\$ 17,170.00	\$ 17,170.00
562.2203.43010 TRAVEL & MILEAGE		
Mileage	\$ 12,716.00	\$ 12,716.00
Travel	\$ 7,600.00	\$ 7,600.00
TOTAL TRAVEL & MILEAGE	\$ 20,316.00	\$ 20,316.00
562.2203.45000 OCCUPANCY COSTS		
Rent & M&O	\$ 31,524.00	\$ 31,524.00
Communications	\$ 5,699.00	\$ 5,699.00
TOTAL OCCUPANCY COSTS	\$ 37,223.00	\$ 37,223.00
562.2203.49000 TRAINING		
Professional Development	\$ 2,525.00	\$ 2,525.00
Initial D.A.N.C.E. Training (Dyadic Assessment)	\$ 2,800.00	\$ 2,800.00
D.A.N.C.E. Re-Reliability Fee (Dyadic Assessment)	\$ 420.00	\$ 420.00
TOTAL TRAINING	\$ 5,745.00	\$ 5,745.00
TOTAL DIRECT COSTS	\$ 580,322.00	\$ 580,322.00
TOTAL INDIRECT COSTS (5% FEE ON DIRECT COSTS)	\$ 29,016.10	\$ 29,016.10
TOTAL PROGRAM EXPENSES	\$ 609,338.10	\$ 609,338.10

Progress Report Measurements

The measurements for the Benton County Nurse Family Partnership Program will include the following industry accepted measures:

1. Number Of Families In Active Enrollment

Definition: this measure is intended to track the number of actively enrolled families in the program; specifically the number of families that have had a contact including telephone call, letter or in person visit within the last 90 days. This number shall not exceed 25 clients per 1.0 FTE NHV in accordance with NFP fidelity standards.

2. Number Of Families That Received Home Visits During Reporting Period

Definition: this measure is intended to track the number of families that participated in an in person visit with the nurse home visitor during the month.

3. Home Visits Completed During The Reporting Period

Definition: this measure is intended to track the total number of home visits with clients during the reporting period.

4. Number Of New Families Enrolled In Reporting Period

Definition: this measure is intended to track the number of first time moms enrolled in NFP during the reporting period. In keeping with NFP fidelity standards, each nurse is only able to accept up to 4 new clients per month.

5. Number Of Non-Completion Exits

Definition: this measure is intended to track families who stop meeting with their nurse, either by asking the nurse to stop contacting her or because the nurse has been unable to contact the client for more than 3 months.

6. Number Of Program Completers/Graduates

Definition: this measure is intended to track how many families complete the program; specifically the number of families who engaged until their child turns two years of age.

RESOLUTION 2018-1028

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND SUPPORT, ADVOCACY, AND RESOURCE CENTER

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to “improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts”; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, Support, Advocacy, and Resource Center (SARC) proposed funding an Engagement Specialist position that would be located at the Benton Franklin Juvenile Justice Center and serve youth that are survivors of sex trafficking, in the total contract amount not to exceed \$247,120.00 for 2019-2020;
NOW, THEREFORE

BE IT RESOLVED, the amount not to exceed \$247,120.00 for 2019-2020 Engagement Specialist, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to Support, Advocacy, and Resource Center; and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2019 and expire December 31, 2020.

Dated this 18 day of Dec, 2018

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

[Signature]

Chairman of the Board
[Signature]

Chairman Pro-Tem
[Signature]

Member

Constituting the Board of County
Commissioners of Benton County, Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and SUPPORT, ADVOCACY, AND RESOURCE CENTER, a Washington public benefit corporation, with its principal offices at 1458 Fowler Street, Richland, WA 99352-4717, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Scope of Work & Measurables; and
- c. Exhibit B, Advocacy for Survivors of Sex Trafficking Budget.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2019 and shall expire on December 31, 2020. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR as an Engagement Specialist for Benton County youth is set forth in Exhibit "A, Scope of Work & Measurables", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall confer with the COUNTY as requested during the progress of the services performed. In addition, the CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit "A, Scope of Work &

Measurables" demonstrating services completed to date.

- d. CONTRACTOR agrees all monies awarded under this Contract shall be used solely for services provided to Benton County youth.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

JoDee Garretson, Executive Director
1458 Fowler Street
Richland, WA 99352
Phone: (509)374-5391
Email: jgarretson@supportadvocacyresourcecenter.com

- b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone : (509)222-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit "B, Advocacy for Survivors of Sex Trafficking Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2019, through December 31, 2020, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed two-hundred forty-seven thousand one-hundred twenty dollars and zero cents (\$247,120.00).
- b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in

this Contract.

- c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused

in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of

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

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

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

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

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

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

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

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

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

d. **Other Insurance Provisions:**

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

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

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S

compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that

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

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of

this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon

request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any

dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in

force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

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

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2019.

Dated: 12-18-2018

Benton County Board of Commissioners

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

Dated: 12/7/18

Support, Advocacy, and Resource Center

Signature

Executive Director
Title:

JoDee Garretson
PRINTED NAME

Scope of Work

SARC is requesting funds to increase the part time Engagement Specialist position housed at the Benton Franklin Counties Juvenile Justice Center (JJC) to a full time position. JJC would like to contract with Support, Advocacy & Resource Center; the position to be funded through Benton County Sales Tax dollars and funds secured through the JJC. The position will be housed at JJC; however, the Engagement Specialist will be utilized outside of JJC as needed. Funds utilized through the Benton County Sales Tax dollars will be to serve youth from Benton County. Any other youth served will be funded through a separate funding stream.

Engagement Specialist will:

- Engage with youth identified as high risk for having been sex trafficked.
- Provide the following services to youth at BFJJC, in addition to other clients identified through SARC, and provided at other locations in addition to JJC:
 - Advocacy: Utilizing a strength-based model, ongoing intensive case management providing support and assistance in identifying the client's needs and working collaboratively to meet those needs.
 - Medical Advocacy: This may include advocacy in the medical setting, such as during a sexual assault exam, assisting with concerns such as an unplanned pregnancy or STI's, and/or attending to medical needs due to inflicted violence and lack of consistent medical care.
 - Legal Advocacy: Informing clients of their rights as a victim of crime, communicating with law enforcement, and assistance working through criminal charges that are directly related to their trafficking victimization.
 - Crisis Intervention: Assessing and responding to immediate needs and concerns; facilitating emotional stabilization; providing information regarding resources and referrals; helping the victim identify and plan the next steps.
 - Information, Referral: Assisting caller/client in identifying and prioritizing what is needed; providing information about available resources/services; providing referrals to appropriate resources/services, include substance abuse providers; providing information regarding sex trafficking.
 - System Coordination: Working with partner agencies, leveraging resources, collaborating with service delivery; all to meet individual needs of clients.
- Provide informational presentations to community groups regarding sex trafficking.
- Provide prevention based education in the school setting, when requested.

- Assist with special projects, such as: support groups, psycho-educational groups, and other activities for the benefit of survivors who have been sex trafficked.

PROGRAM MEASURABLES

Engagement Specialist will:

- Engage with 20 youth from Benton County (housed at JJC) who have been identified as “high risk to have been sex trafficked”. (Per Year)
- Provide services to 10 Benton County youth outside of JJC. (Per Year)
- Provide two informational presentations to community groups regarding sex trafficking. (Per Year)

Exhibit B: Advocacy for Survivors of Sex Trafficking Budget

Support, Advocacy & Resource Center
PUBLIC SAFETY SALES TAX 2019-2020 REQUEST BUDGET

DESCRIPTION	2019-2020 BUDGET	
Engagement Specialist Salary and Benefits	\$	127,720.00
On Going Training	\$	5,000.00
Mileage	\$	2,000.00
Printing	\$	600.00
Supervision	\$	8,240.00
Supplies	\$	2,000.00
TOTAL PROGRAM EXPENSES	\$	145,560.00
Minus Funds Through JJC	\$	22,000.00
Total Request Per Year	\$	123,560.00
Total for Two Years	\$	247,120.00