

# 2020 PUBLIC SAFETY SALES TAX

## BOARD OF COMMISSIONERS' ACTIONS

Date	Res. #	Title
January 28, 2020	2020-087	Transfer of Funds within Public Safety Tax, Department 117 (Prosecuting Attorney)
February 4, 2020	2020-114	Transfer of Funds within Public Safety Tax, Department 135 (Public Safety Administration)
February 11, 2020	2020-131	Professional Service Contract Between Benton County and Lourdes Hospital, LLC DBA/ Lourdes Health to Provide Mental Health Services at the Benton County Jail; Rescinding Resolution 2019-181
March 10, 2020	Presentation	Public Safety Sales Tax Finance Presentation (January 1, 2019 – January 31, 2020)
May 12, 2020	2020-327	First Personal Services Agreement Amendment between Benton County, Washington and Boys & Girls Club of Benton and Franklin Counties' Prosser Teen Program
July 21, 2020	2020-471	Approving a One-Time Payment to the City of Kennewick for the Benton County Contribution to the Metropolitan Controlled Substance Enforcement Group (Metro) Using Public Safety Sales Tax Funds
	2020-484	Transfer of Funds Within Public Safety Sales Tax Fund Number 0148101, Department Number 115 (Non-Departmental)
August 11, 2020	2020-544	Public Safety Services Agreement between Benton County, Washington and Boys & Girls Clubs of Benton and Franklin Counties for Kennewick Clubhouse
	2020-545	Public Safety Services Agreement between Benton County, Washington and Boys & Girls Clubs of Benton and Franklin Counties for Prosser Clubhouse
	2020-546	Public Safety Services Agreement between Benton County, Washington and Kiona-Benton City School District for Kiona-Benton Crime Prevention Program
	2020-547	Public Safety Services Agreement between Benton County, Washington and Partners for Early Learning for Building Resilience Through Family Support Program
	2020-548	Public Safety Services Agreement between Benton County, Washington and Safe Harbor Crisis Nursery (DBA Safe Harbor Support Center) for My Friends Place
	2020-549	Public Safety Services Agreement between Benton County, Washington and Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for Step-Up Program

August 11, 2019 (cont.)	2020-550	Public Safety Services Agreement between Benton County, Washington and Support, Advocacy, and Resource Center (SARC) for Advocacy for Survivors of Sex Trafficking
	2020-551	First Personal Services Agreement Amendment between Benton County, Washington and Partners for Early Learning for 2019-2020 Building Resilience Through Family Support Program
August 18, 2020	2020-564	Public Safety Services Agreement between Benton County, Washington and Communities in Schools of Benton-Franklin for In Schools & Beyond Program
August 25, 2020	2020-582	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 115 (Non-Departmental) to Department Number 136 (Office of Public Defense)
	2020-583	Public Safety Services Agreement between Benton County, Washington and Benton-Franklin Health District for Nurse Family Partnership Program
September 15, 2020	2020-623	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 115 (Non-Departmental)
	2020-624	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 120 (Corrections)
October 20, 2020	2020-747	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 138 (Adult Drug Court)
	2020-748	Coding Correction within Public Safety Sales Tax Fund Number 0148101, Department Number 138 (Adult Drug Court) to Current Expense Number 0000101, Department 138 (Adult Drug Court)
October 27, 2020	2020-781	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 115 (Non-Departmental) to Department Number 122 (Metro Drug Task Force)
	2020-782	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 106 (Clerk)
November 3, 2020	2020-804	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 112 (Therapeutic Courts)
November 10, 2020	2020-835	Coding Correction within Current Expense Number 0000101, Department 138 (Adult Drug Court) to Public Safety Sales Tax Fund Number 0148101, Department Number 138 (Adult Drug Court)
November 17, 2020	2020-864	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 120 (Corrections)

November 17, 2020 (cont.)	2020-865	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 117 (Prosecuting Attorney)
	2020-866	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 115 (Non-Departmental)
November 24, 2020	2020-889	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 171 (Juvenile-Operations)
	2020-890	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 138 (Adult Drug Court)
	2020-891	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 115 (Non-Departmental) to Department Number 123 (Superior Court)
December 15, 2020	2020-973	Transfer of Funds within Public Safety Sales Tax Fund Number 0148101, Department Number 121 (Sheriff Patrol)
	2020-974	Coding Correction within Current Expense Number 0000101, Department 136 (Office of Public Defense) to Public Safety Sales Tax Fund Number 0148101, Department Number 136 (Office of Public Defense)

# RESOLUTION

2020 087

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 28 day of Jan, 2020

  
Chairman of the Board

JEROME DELVIN - ABSENT

\_\_\_\_\_  
Member

  
Member

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

Attest:   
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:  
Ginny Baddley

### 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.	1722	Deputy Prosecuting Attorney	\$8,000	515.300	1905	Temporary Help	\$8,000
<b>TOTAL</b>			<b>\$8,000</b>	<b>TOTAL</b>			<b>\$8,000</b>

**Explanation:**

Line item transfer is needed to replenish Temporary Help.

Prepared by: Ginny Baddley

Date: 13-Jan-2020

Approved

Denied

Date: 1-28-2020



Chairman

**JEROME DELVIN - ABSENT**

Member



Member


# RESOLUTION 2020 114

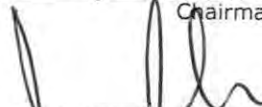
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

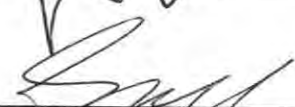
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, DEPARTMENT NUMBER 135.

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

Dated this 4 day of Feb, 2020

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

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor

Linda Ivey

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
557.200	4301	Travel	\$155	557.200	9504	Building / Office Rent	\$155
TOTAL			\$155	TOTAL			\$155

Explanation:

To appropriate funding for Building / Office Rent

Prepared by:

Date:


Approved



Denied



Date: 2-4-2020

  
\_\_\_\_\_ Chairman

  
\_\_\_\_\_ Member

  
\_\_\_\_\_ Member

# RESOLUTION 2020 131

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND LOURDES HOSPITAL, LLC DBA/ LOURDES HEALTH TO PROVIDE MENTAL HEALTH SERVICES AT THE BENTON COUNTY JAIL; RESCINDING RESOLUTION 2019-181**

**WHEREAS**, per Resolution 2019-181 dated February 26, 2019, the Board of Benton County Commissioners authorized the Benton County Sheriff to sign the Memorandum of Understanding between Benton County Jail, Lourdes Hospital LLC, dba/Lourdes Counseling Center (LCC), and Greater Columbia Behavior Health ASO (GCBH) for the purpose of defining the working relationship between LCC's contractual arrangement with GCBH for providing services to inmates with mental illness incarcerated within the Benton County Jail, with a term expiring August 30, 2020; and

**WHEREAS**, GCBH paid LCC for said services as a state funded program and the funding for this program was cut by the State down to \$6,682.50/month leaving a balance of approx. \$11,922/month that was not paid for the services LCC continued to provide within the Benton County jail; and

**WHEREAS**, per Resolution 2019-930 dated December 17, 2019, the Board of Commissioners authorized payments to Lourdes Health for mental health services in the amount of \$11,922.00 per month starting July 1, 2019 up until a contract between Benton County and Lourdes Hospital, LLC dba/Lourdes Health was fully executed; and

**WHEREAS**, attached is a professional service contract between Benton County and Lourdes Health to continue the mental health services within the jail as further outlined in the attached contract for an overall contract amount of \$252,019.32; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached professional service contract between Benton County and Lourdes Hospital, LLC, dba/ Lourdes Health to provide services to inmates with mental illness incarcerated within the Benton County Jail for an overall contract amount of \$252,019.32; and

**BE IT FURTHER RESOLVED**, the attached professional service contract shall commence July 1, 2019 and expire December 31, 2020; and

**BE IT FURTHER RESOLVED**, the attached professional service contract supersedes and replaces the MOU entered into between the parties effective September 1, 2018 and Resolution 2019-181 is hereby rescinded.

Dated this 11 day of Feb, 2020.

Attest..... Carri Meyer  
Clerk of the Board

Samuel Beason  
Chairman of the Board  
[Signature]  
Member  
[Signature]  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

**BENTON COUNTY  
PROFESSIONAL SERVICES CONTRACT**

**TERMS AND CONDITIONS**

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter the "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, by and for the BENTON COUNTY CORRECTIONS DEPARTMENT, with its principal offices at 7122 W Okanogan Place, Bldg. B, Kennewick, WA 99336 (hereinafter "COUNTY"), and LOURDES HOSPITAL, LLC, a Delaware limited liability company, dba/ LOURDES HEALTH, with its principal offices at 520 North 4th Avenue, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the Terms and Conditions and the following document:

- a. Exhibit A - Budget for Monthly Salary and Benefits

**2. DURATION OF CONTRACT**

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

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services for the Benton County Jail:

- a. The CONTRACTOR shall coordinate with local law enforcement, courts and jail personnel to ensure that they are meeting the needs of individuals detained in the jail.
- b. CONTRACTOR will provide on-site mental health evaluations to individuals who appear to be experiencing behavioral health problems or who have a known history of mental illness. CONTRACTOR will provide

recommendations to the COUNTY based on the results of the evaluation. Recommendations may include but are not limited to: custody management recommendations, development of alternative service plans (alternative to the jail) for submission to the courts (plans will incorporate evidence-based risk assessment screening tools), referrals to the Designated Crisis Responder for an Involuntary Treatment Act evaluation and referrals to the mental health prescriber.

- c. CONTRACTOR may receive requests for mental health services directly from Judges/courts, Eastern State Hospital, inmates, Jail Medical, or Corrections staff. CONTRACTOR may assist individual inmates with coping skills, psychoeducation, and/or community resources. The Contractor shall conduct an evaluation of these individuals as appropriate and provide transition services as needed prior to their release from jail.
- d. CONTRACTOR, within available resources, may assist with or provide treatment groups for inmates at the COUNTY focused on psychoeducation, coping skills and/or community resources.
- e. CONTRACTOR will participate in weekly Multi-Disciplinary Team Meetings and will assist in developing care plans for inmates with complex needs to help ensure proper management and care.
- f. CONTRACTOR may provide behavioral health trainings to Corrections Staff to assist with the understanding and management of behavioral health conditions. Trainings shall include deescalation, crisis intervention and similar training topics.
- g. Within available resources Contractor will perform daily cross-reference between new booking and the Data Store to identify newly booked persons.
- h. CONTRACTOR will provide on-site and in community transitional services to individuals with mental illness and/or co-occurring disorders to expedite, facilitate, and coordinate successful return into the community. These services may be provided up to 90 days post release. Pre-release services shall include:
  - 1. Mental health and Substance Use Disorder (SUD) screening for Individuals who display behavior consistent with a need for such screening or who submit a Hail Kite requesting services, or have

been referred by jail staff, or officers of the court.

2. Mental health assessments for persons identified during the mental health screening as a seriously disturbed person as defined by RCW 71.24.025.
  3. Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.
  4. Other prudent pre-release and pre-trial case management and transition planning.
  5. Post-release outreach to ensure follow-up for mental health and other services (e.g. substance abuse) to stabilize Individuals in the community.
  6. Coordination of substance use assessments, discharge planning with current providers, assistance with housing options, coordinating or providing transportation, and scheduling behavioral health appointments.
  7. CONTRACTOR shall assist inmates with mental illness and/or co-occurring disorders in completing and submitting an application for medical assistance, or coordination of the re-activation of Medicaid benefits if those benefits were suspended while the individual was incarcerated, which may involve coordinating the submission of a prior-authorization with the managed care organizations.
- i. The CONTRACTOR agrees to provide its own labor. BENTON COUNTY shall provide office space which will include computers, phones, monitors, keyboards, mouses, and printers adequate in numbers for the CONTRACTOR to perform their job functions. BENTON COUNTY will make available private interview rooms for the CONTRACTOR in order to complete assessments in compliance with HIPPA. Unless otherwise provided in this Contract, no other material, labor, or facilities will be furnished by the COUNTY.
  - j. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
  - k. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the

parties. Final approval of the schedule shall be made by the jail administrative staff.

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

**4. POPULATION SERVED:**

All inmates with a behavioral health concern in the COUNTY Jail are eligible for jail mental health services. There are no restrictions to services based on Medicaid or other insurance eligibility. Contract inmates are to be treated equal to local inmates with no restrictions on access to jail mental health services.

**5. AVAILABILITY OF SERVICES:**

Services will be provided Monday-Friday from 0730 until 1800, COUNTY mental health services will not be provided on days that are recognized as an agency holiday. Services outside of these hours may occur for special circumstances and based on the needs of the jail.

**6. EXPECTED CONSUMER OUTCOMES:**

It is expected that by providing these services CONTRACTOR will promote the resiliency and recovery of individuals receiving jail mental health services. By supporting the legal system in identifying individuals with behavioral health needs CONTRACTOR'S goal is to ensure that individuals are provided the right type and intensity of services in the most appropriate setting. CONTRACTOR will coordinate with the judicial system on identification of individuals who would be better served in a behavioral health setting and coordinate diversionary efforts to this end. CONTRACTOR will also meet with all inmates who have been identified as needing assistance with behavioral health services and provide pre-release planning, referrals and follow up as needed to ensure proper service connection once released from confinement. CONTRACTOR will also provide inmate with basic coping skills and psychoeducation regarding their mental illness in an effort to reduce behavioral health symptoms for individuals in the jail.

**7. STAFF:**

CONTRACTOR will provide by or under the supervision of WAC

qualified Mental Health Professionals. All CONTRACTOR staff will be registered as Affiliated Counselors under Chapter 18.19.090 RCW, or have an active social services Licensure credential. CONTRACTOR'S staff receives annual training in safety and crisis prevention/intervention and other clinical issues. All CONTRACTOR'S staff are evaluated by the program manager to assure that they demonstrate competency to perform their duties. Staffing shall include the positions as outlined in Exhibit A attached hereto.

**8. 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:

Name: Rob Monical, Lourdes Health, CEO  
Address: 520 N. 4th Ave,  
Pasco, WA 99301  
Phone: (509)547-7704  
E-mail: [RMonical@lourdesonline.org](mailto:RMonical@lourdesonline.org)

b. For COUNTY:

Name: Joshua Shelton, Jail Captain  
Address: 7122 W Okanogan Place, Bldg. B,  
Kennewick, WA 99336  
Phone: 509) 783-1451  
E-mail: [Joshua.Shelton@co.benton.wa.us](mailto:Joshua.Shelton@co.benton.wa.us)

**9. COMPENSATION**

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

- a. A rate of an amount not to exceed eleven thousand nine hundred twenty-one dollars and seventy nine cents (\$11,921.79) per each month for services delivered for the time period of July 1, 2019 through February 29, 2020. This rate is in effect for staff and other expenditures in accordance with Exhibit A attached hereto.
- b. A rate of fifteen thousand six hundred and sixty-four

dollars and fifty cents (\$15,664.50) per each month effective March 1, 2020. This rate is in effect for staff and other expenditures in accordance with Exhibit A attached hereto.

- c. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed two hundred fifty-two thousand nineteen dollars and thirty-two cents (\$252,019.32).
- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- e. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been substantially performed in accordance with this Contract.
- g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the 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.
- h. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

10. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by both parties.

11. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract (hereinafter "Damages"). PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to Damages caused by or arising out of the negligence of the COUNTY or its officers, officials, employees, or agents, and in such event, the CONTRACTOR'S liability hereunder shall be only to the extent of the CONTRACTOR'S negligence.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR

expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 11 shall survive termination and expiration of this Contract.

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

## 12. INSURANCE

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and three million dollars (\$3,000,000) in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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

proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the 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, employer's liability, commercial liability or commercial umbrella liability insurance.

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

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, 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  
\$1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury and Advertising Injury  
\$1,000,000 Each Occurrence

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

The CONTRACTOR 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 11. 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

- d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Commercial Automobile Liability Insurance (CA0001), or equivalent coverage, in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Commercial Auto Liability Insurance shall include coverage for any owned, non-owned, and hired autos. Covered auto shall be designated as "Symbol 1" any auto. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

**e. Other Insurance Provisions:**

1. The CONTRACTOR's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY and its elected and appointed officers, officials, employees, and agents.
2. The CONTRACTOR's liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
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.
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, except for professional liability under Section 12(a), shall be written on an Occurrence Policy form.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workers' Compensation, shall specifically include the COUNTY as an "Additional Insured" 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 and 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 must be provided to the COUNTY's Contract Representative referenced in Section 8.b.
3. All written notices under this Section 12 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 8.b.
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

### **13. 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 sixty (60) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of termination specified in the notice. Payment

shall be made in accordance with the Compensation Section of this Contract.

- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving ninety (90) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of termination specified in the notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- c. In the event that funding for this service 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 termination effective date, no charges incurred under this Contract shall be allowed.
- d. If either party breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the other party, the non-breaching party may immediately terminate this Contract by so notifying the breaching party, in which case payment shall be made for services performed in accordance with the Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

**14. 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. Notwithstanding the foregoing, CONTRACTOR may freely assign this Contract or delegate all or part of its

obligations to any affiliate or successor in interest, without the consent of COUNTY. For the avoidance of doubt, COUNTY's consent is not required for an assignment of this Contract in connection with a sale or other disposition of substantially all of the assets of CONTRACTOR or subsequent sale by CONTRACTOR's successor in interest.

- 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.

#### **15. 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.

#### **16. 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 9 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives.

No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

- d. CONTRACTOR shall pay for 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 as they relate to the services performed pursuant to this Contract by its employees.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract if such employee or agent is disruptive to COUNTY'S business, fails to provide services in accordance with standard industry practice, or is a threat to patient safety, upon receipt of a written request from COUNTY setting forth the details triggering such request from the COUNTY'S Contract Representative, or designee.

**17. COMPLIANCE WITH LAWS**

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

**18. INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating solely to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

**19. NONDISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and 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.

**20. 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, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless 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.

#### **21. PATENT/COPYRIGHT INFRINGEMENT**

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

#### **22. 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.

#### **23. CONFIDENTIALITY**

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

#### **24. 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.

**25. 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.

**26. 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.

**27. 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. This Contract supersedes and replaces the MOU entered into between the parties effective September 1, 2018, Benton County Resolution No. 2019-181.

**28. NOTICES**

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the

mailing addresses set out in Section 8 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 8 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

**29. 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 11 and 21); extended reporting period requirements for professional liability insurance (Section 12(a)); inspection and keeping of records and books (Section 18); litigation hold notice (Section 30); Public Records Act (Section 31); and confidentiality (Section 23).

**30. 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 18 of this Contract may be of evidentiary value; the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 18.

**31. 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 actually in its possession or in CONTRACTOR's possession. This may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR 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.

### **32. ASSIGNABILITY**

CONTRACTOR may freely assign this Contract or delegate all or part of CONTRACTOR's obligations to any affiliate or successor in interest of Our Lady of Lourdes Hospital at Pasco without the consent of the COUNTY. For the avoidance of doubt, the COUNTY's consent is not required for an assignment of this Contract in connection with a sale or other disposition of substantially all of the assets of CONTRACTOR or a subsequent sale by the successor in interest of Our Lady of Lourdes Hospital at Pasco. This Contract is binding upon and inures to the benefit of the parties hereto and their permitted successors and assigns.

### **33. ETHICAL AND RELIGIOUS DIRECTIVES**

The parties acknowledge that the operations of CONTRACTOR and its affiliates are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor (hereinafter "Directives") and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to the CONTRACTOR and its affiliates. The Directives are located at <http://www.usccb.org/issues-and-action/human-life-and-dignity/health-care/upload/Ethical-Religious-Directives-Catholic-Health-Care-Services-fifth-edition-2009.pdf>. It is the intent and agreement of the parties that this Contract shall not be construed to require CONTRACTOR or its affiliates to violate said Directives in their operation and all parts of this Contract must be interpreted in a manner that is consistent with said Directives.

### **34. CORPORATE COMPLIANCE**

CONTRACTOR has in place a Corporate Responsibility Program (hereinafter the "Program") which has, as its goal, to ensure that CONTRACTOR complies with federal, state, and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. COUNTY acknowledges CONTRACTOR's

commitment to Corporate Compliance and agrees to conduct all business transactions which occur pursuant to this Contract in accordance with the underlying philosophy of Corporate Compliance adopted by CONTRACTOR set forth herein.

**35. HIPAA COMPLIANCE**

Each party agrees that it will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to privacy, security, and electronic transactions, including, without limitation, regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

**36. EXCLUSION FROM STATE AND FEDERAL HEALTHCARE PROGRAMS.**

COUNTY and CONTRACTOR each represents and warrants that neither it nor its personnel providing services under this Contract has been or is about to be excluded from participation in any Federal Healthcare Program (as defined below). COUNTY agrees to notify CONTRACTOR within one (1) business day of COUNTY's receipt of a notice of intent to exclude or actual notice of exclusion from any such Federal Healthcare Program of COUNTY. The listing of a party or any subsidiary owned by party on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website), or any other exclusion list maintained by Medicare and/or Medicaid for excluded individuals and entities shall constitute "exclusion" for purposes of this Section. In the event that COUNTY is excluded from any Federal Healthcare Program, this Contract shall immediately terminate. For the purposes of this Section 36, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program.

- This section left blank intentionally. -

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

LOURDES HOSPITAL, LLC  
DBA/LOURDES HEALTH



Rob Monical,  
CEO Lourdes Health Network

1/30/2020  
Date

BENTON COUNTY



Jim Beaver, Chairman  
Benton County Commissioner

2-11-2020  
Date

Approved as to Form:



Ryan J Lukson, Civil DPA

Exhibit A

Proposed Budget for Benton County Jail Mental Health Services

**July 2019 - March 2020**

2 FTE Mental Health Professionals	11,156.07	
1 FTE Bachelors Level Case Manager	4,274.18	
.25 Supervisor / Director	1,352	
Office Supplies	118.99	
Business Travel	11.75	
Administrative Overhead	1,691.30	
	<u>18,604.29</u>	
GCBH funding	6,682.50	
Total per month:	<u>11,921.79</u>	/Month

**March - December 2020**

2 FTE Designated Crisis Responders	\$ 12,427.00	
1 FTE Bachelors Level Case Manager	5,056.00	
.25 Supervisor / Director	1,352.00	
.5 FTE Certified Peer Counselor	1,492.00	
	<u>\$ 20,327.00</u>	
Other:		
Office Supplies	\$ 100.00	
Business Travel	120.00	
Administrative Overhead	1,800.00	
Total Other:	<u>\$ 2,020.00</u>	
Total Expenditure	\$ 22,347.00	
GCBH funding	6,682.50	
Total per month:	<u>\$ 15,664.50</u>	/Month

**Total Expense for 18 months** \$ 252,019.32 thru 12/31/20



# Finance Presentation

January 1, 2019 – January 31, 2020  
Public Safety Tax

# PUBLIC SAFETY TAX FUND

2019-2020

Budget vs Actuals

As of January 31, 2020

<b>BENTON COUNTY, WASHINGTON</b>				
<b>2019-2020 Public Safety Tax Budget</b>	<b>2019-2020 FINAL BUDGET</b>			
	2017/18	2019/20		2019/20
	Adopted	Adjusted	Final	Final
	Budget	Baseline	Revision	Budget
<b>Estimated Beginning Fund Balance</b>	\$ 9,500,000	\$ 18,710,160	\$ -	\$ 18,710,160
Revenues:				
Retail Sales and Use Taxes	13,551,459	15,648,000	-	15,648,000
Investment Interest	17,846	139,200	-	139,200
<b>Total Revenues</b>	<b>13,569,305</b>	<b>15,787,200</b>	<b>-</b>	<b>15,787,200</b>
Expenditures:				
Clerk	414,297	607,796	428,552	1,036,348
District Court	78,398	-	-	-
Mental Health Court	797,746	851,805	906,189	1,757,994
Non-Departmental	2,528,624	2,528,624	5,374,619	7,903,243
Prosecuting Attorney	921,551	1,058,828	476,823	1,535,651
Sheriff Custody	1,251,075	254,794	-	254,794
Sheriff Patrol	3,028,145	4,796,265	1,113,667	5,909,932
Metro Drug Task Force	322,880	1,012,385	-	1,012,385
Superior Court	233,207	270,337	32,296	302,633
Public Safety Administration	92,672	103,117	-	103,117
Office of Public Defense	248,956	301,591	298,502	600,093
Adult & Juvenile Drug Court	910,194	786,456	129,319	915,775
Juvenile Operations	206,088	215,386	281,199	496,585
<b>Total Expenditures</b>	<b>11,033,833</b>	<b>12,787,384</b>	<b>9,041,166</b>	<b>21,828,550</b>
Net Increase/(Decrease)to Fund Balance	2,535,472	2,999,816	(9,041,166)	(6,041,350)
Estimated Ending Fund Balance	\$ 12,035,472	\$ 21,709,976	\$ (9,041,166)	\$ 12,668,810

# Beginning Fund Balance

	<b>2019-2020 Budget</b>	<b>Budget (13 Month Average)</b>	<b>January – January Actuals</b>	<b>Variance</b>
Beginning Fund Balance	18,710,160		18,246,021	(464,139)
<b>TOTAL BEGINNING BALANCE Over (Under) Budget</b>				<b>(464,139)</b>

# Revenues

	<b>2019-2020 Budget</b>	<b>Budget (13 Month Average)</b>	<b>January-January Actuals</b>	<b>Variance</b>
Public Safety Tax	15,648,000	8,476,000	9,115,097	639,097,
Investment Interest / Other non-revenues	139,200	75,400	384,620	309,220
<b>TOTAL REVENUES Over (Under) Budget</b>	<b>15,787,200</b>	<b>8,551,400</b>	<b>9,499,717</b>	<b>948,317</b>

## Expenditures by Department – Ongoing (operations & contracts)

	2019-2020 Budget	Budget (13 Month Avg)	January - January Actuals	Variance
Clerk	1,036,348	561,355	495,210	66,145
Mental Health Court	1,757,994	952,247	687,294	264,953
Non-Departmental (Ongoing / contracts only)	3,024,671	1,638,363	1,311,865	326,498
Prosecuting Attorney	1,535,651	831,811	739,826	91,985
Sheriff Custody	254,794	138,013	74,880	63,134
Sheriff Patrol	5,340,285	2,892,654	2,589,139	303,515
Metro Drug Task Force	1,012,385	548,375	442,180	106,195
Superior Court	302,633	163,926	158,311	5,615
Public Safety Administration	103,117	55,855	53,724	2,131
Office of Public Defense	663,293	359,284	185,409	173,875
Adult & Juvenile Drug Court	915,775	496,045	456,936	39,109
Juvenile Operations	496,585	268,984	261,120	7,863
<b>EXPENDITURES - ONGOING (Over) Under Budget</b>	<b>16,443,531</b>	<b>8,906,913</b>	<b>7,455,894</b>	<b>1,451,019</b>
Expenditures adjusted for contract payments (accruals)				<b>-150,000</b>
<b>TOTAL EXPENDITURES - ONGOING (Over) Under Budget</b>				<b>1,301,019</b>

# Summary

TOTAL BEGINNING BALANCE Over (Under) Budget	(464,139)
TOTAL REVENUES Over (Under) Budget	948,317
TOTAL EXPENDITURES - ONGOING (Over) Under Budget	1,301,019
COMBINED TOTAL (excluding One-Time expenditures)	1,785,197

# Expenditures by Department One-Time / Capital

	2019-2020 Budget	Budget (13 Month Average)	January - January Actuals	Variance
Sheriff Patrol - One-Time	569,647	0	507,315	62,332
Non-Departmental - One-Time	4,815,372	0	116,228	4,699,144
<b>Total One Time Expenditures</b>	<b>5,385,372</b>	<b>0</b>	<b>623,542</b>	<b>4,761,477</b>

# One-Time / Capital Expenditure Budget List 2019-2020

Approved – Non Departmental & Sheriff	\$ 7,842,000
Radio Tower	
Bi-Pin Replacement	
BCES Microwave	
CAD replacement	
Sheriff Vehicles	
E Prosecutor	
UTV – Sheriff Vehicle *	
Bomb Squad Equipment *	
Sheriff Canine *	
Bearcat Armored Vehicle	
* Has been paid/vouchered	

One-Time / Capital Expenditure Budget	
Budget 2019-2020	5,385,019
Approved one-time expenditures	-7,842,000
Approved over budget	-2,456,981

Additional Requests - Unapproved	\$ 1,645,500
Sheriff additional Vehicles	
Mobile Command Unit	
Firearms Facility	
Radar Units	
Message Signs	

## Current Budget Cycle 2019-2020

- Additional Revenues and under-expended Expenditures \$1,785,197
- Approved One-Time Expenditures over budgeted amount (\$2,456,981)

Questions?

# Next Budget Cycle 2021-2022

## History 2019-2020 Budget:

- Gang & Crime Prevention Contracts \$2,500,000 ending 12/31/2020
- Benton County added 12.5 new FTE, \$4,600,000, in ongoing expenditures.

## 2021-2022 Budget preparation:

- RFP process for Gang & Crime Prevention Contracts, new Internal Department requests, and new One-Time expenditure requests.
- Funding Level recommendation

# RFP Process

## RFP Proposed Timeline:

- April 1, 2020 - **Open** - RFP open for applications, new internal department requests, and one-time requests.
- May 15, 2020 – **Due** - RFP applications, new internal department requests, and one-time requests due.
- June 2, 2020 - **Presentations** - Applicant presentations to Board of Commissioners.
- July 14, 2020 – **Final direction** – Committee funding recommendations and final direction from the Board of Commissioners.

## Additional areas of discussion:

- RFP individual funding request limit.
- Committee review of applications.

# RESOLUTION 2020 327

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF THE FIRST PERSONAL SERVICES AGREEMENT  
AMENDMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS & GIRLS  
CLUB OF BENTON AND FRANKLIN COUNTIES' PROSSER TEEN PROGRAM**

**WHEREAS**, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2018-735 dated October 16, 2018 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed one hundred fifty thousand dollars and zero cents (\$150,000.00); and


**WHEREAS**, this First Amendment to the Contract is necessary as to allow additional crime prevention services provided by the CONTRACTOR in response to the COVID-19 pandemic;  
**NOW THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the First Amendment to allow additional services provided by the CONTRACTOR in response to the COVID-19 pandemic, as attached to the included amendment as "Exhibit A, Revised Scope of Work for Prosser Teen Program in Response to the COVID-19 pandemic"; and

**BE IT FURTHER RESOLVED**, this amendment shall be effective March 17, 2020; and

**BE IT FURTHER RESOLVED**, the Board authorizes the Chairman of the Board to sign the First Amendment to the Contract attached hereto.


Dated this 12 day of May 2020.



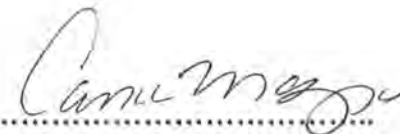
Chairman of the Board



Chairman Pro-Tem



Member

Attest:   
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**FIRST AMENDMENT TO  
PERSONAL SERVICES CONTRACT**

**BETWEEN**

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

This Contract Amendment, made and entered into this 12 day of May, 2020 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BOYS & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES**, with its principal offices at 2110 W Henry Street, Pasco, WA 99301 (hereinafter "CONTRACTOR").

**RECITALS**

**WHEREAS**, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2018-735 dated October 16, 2018 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed one hundred fifty thousand dollars and zero cents (\$150,000.00); and

**WHEREAS**, on February 29, 2020, the Governor of the State of Washington declared a state of emergency for all counties in Washington as a result of the COVID-19 outbreak; and

**WHEREAS**, the Benton County Board of Commissioners declared a state of emergency, per Resolution 2020-258, in Benton County on March 17, 2020 in response to the developing situation surrounding the COVID-19 pandemic; and

**WHEREAS**, this First Amendment to the Contract is necessary as to allow additional crime prevention services provided by the CONTRACTOR in response to the COVID-19 pandemic; and

**WHEREAS**, the CONTRACTOR is providing services deemed essential during the Governor's "Stay Home - Stay Healthy" Proclamation 20-25, including providing childcare for essential workers and providing food and other necessary supplies for at-risk youth and their families; and

**WHEREAS**, both parties have agreed to amend the crime prevention services provided by the CONTRACTOR to meet the essential emergency needs of at-risk youth and their families, while observing mandates to

cease holding large gatherings and the implementation social distancing; and

NOW, THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below section, which is amended as follows:

- a) Section 1. CONTRACT DOCUMENTS - Exhibit A referenced in Section 1 shall hereby be replaced with the following document, attached hereto:
  - i) Exhibit A, Revised Scope of Work for Prosser Teen Program in Response to the COVID-19 Pandemic.

IN WITNESS WHEREOF, the Parties to this Contract Amendment have executed this Amendment to take effect March 17, 2020.

Dated: 5/12/2020

Benton County Board of Commissioners

  
Chairman

Dated: APRIL 28<sup>th</sup>, 2020

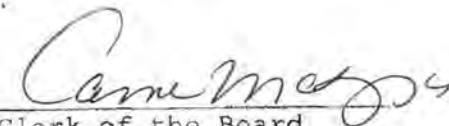
Boys & Girls Clubs of Benton and Franklin Counties

  
Signature

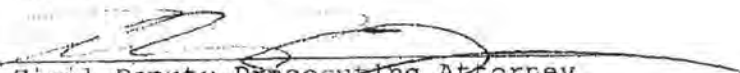
Executive Director  
Title

Brian Ace  
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: Revised Scope of Work for Prosser Teen Program in Response to the COVID-19 Pandemic



**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 (BGCBCFC)** 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, BGCBCFC 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.

### COVID-19 Prosser Services:

During the Coronavirus crisis in Washington State, and following the “Stay Home, Stay Healthy” order and the closure of schools, it became necessary for the Prosser Club to redefine our service model to meet the needs of the community and comply with best practice principles. To that end, we began offering emergency childcare services in partnership with the Prosser School District. We are committed to providing a safe childcare option to the children of essential workers, operating with lower ratios, reduced numbers, and the principles of social distancing. Additionally, we are participating in family support services in the community including the delivery of food and household items, as well as virtual mentoring of the Club teen population. These services are offered regardless of a family’s ability to pay. The cost of providing Club COVID services is approximately \$3000 each week.

These services are focus on two factors as they relate to juvenile crime prevention. First, statistics consistently show that youth lacking positive adult supervision and engagement and at higher risks for juvenile crime involvement. Ensuring that youth have a positive role model through emergency childcare services, especially as parents are working in essential job during this crisis, is a protective factor against gang involvement and criminal activity. Second, the family support services offered ensure that there are stabilizing resources and

referrals made available to families during this time. This serves to increase prosocial connection with positive adults, but also support the financial security of families during this time. Economic stability is a key factor in juvenile crime prevention as well.

### **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](mailto:brian.ace@greatclubs.org) or at (509) 316-9628

**LEARN. LIVE. LEAD.**

# RESOLUTION 2020 471

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF APPROVING A ONE-TIME PAYMENT TO THE CITY OF KENNEWICK FOR THE BENTON COUNTY CONTRIBUTION TO THE METROPOLITAN CONTROLLED SUBSTANCE ENFORCEMENT GROUP (METRO) USING PUBLIC SAFETY SALES TAX FUNDS**

**WHEREAS**, for several decades Benton and Franklin County along with their respective cities have been cooperating to combat violations of controlled substance laws under various informal and formal agreements the most recent of which was authorized by Benton County Resolution 2017-398; and

**WHEREAS**, historically the Metro program has been primarily funded by grants including the Byrne JAG Grant and the High Intensity Drug Trafficking Area (HIDTA) grant along with contributions from the Drug Enforcement Administration (DEA); and

**WHEREAS**, in 2018 the HIDTA grant program stopped and the Byrne JAG Grant began to fluctuate in amount and timing of funding resulting in shortfalls in the Metro program; and

**WHEREAS**, in order to ensure the program could continue Benton County entered into an amendment to the 2017 Metro agreement under Resolution 2018-218 to address the funding shortfall with additional contributions from the Counties using Public Safety Sales Tax funds; and

**WHEREAS** the amendment only addressed funding shortfalls through June of 2019 and the Counties and Cities have been working on another agreement to address the on-going shortfalls; and

**WHEREAS** the Metro program has been incurring costs since July 2019 but Benton County has not been paying into the program since the agreement outlining the County's contribution had expired; and

**WHEREAS**, it seems reasonable to continue the contribution agreed upon under Resolution 2018-218 through the end of the 2020 Metro Budget Cycle and a new agreement is expected to be effective July 1, 2020 to address shortfalls going forward; and

**WHEREAS**, costs for the Metro program appear to be a legitimate use of Public Safety Sales Tax funds and the Board of County Commissioners desire to ensure the Metro program has adequate funding.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Benton County Commissioners hereby authorize a one-time payment of \$56,250 to the City of Kennewick for the Benton County contribution to the Metro program covering the 3<sup>rd</sup> and 4<sup>th</sup> quarters of the 2020 Metro Budget Cycle utilizing Public Safety Sales Tax funds.

Dated this 21 day of July 2020.

Attest.....  
Clerk of the Board

*Carmel Magg*

*James Beaver*  
Chairman of the Board  
*[Signature]*  
Chairman Pro Tem  
*Shon Small - Absent*  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington



**CITY OF KENNEWICK**  
P.O. BOX 6108  
KENNEWICK, WA 99336-0108  
(509) 585-4264  
(509) 585-4383 FAX  
<http://www.ci.kennewick.wa.us>

**INVOICE** 014239

Page 1 of 1

BENTON COUNTY  
ATTN: SHON SMALL  
PO BOX 190  
PROSSER, WA 99350

DATE	01/09/2020
ACCOUNT	3156
AMT DUE	28,125.00

<<< DUPLICATE INVOICE >>>

AMOUNT PAID \_\_\_\_\_

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

CITY OF KENNEWICK

DESCRIPTION	AMOUNT
Metro Contribution 3rd Quarter of FY 2020 Metro Contribution Amount Due 28,125.00	28,125.00
Total Amount Due:	28,125.00

ACCOUNT NO. 3156

PAYABLE UPON RECEIPT

28,125.00

Please Remit to: CITY OF KENNEWICK  
P.O. BOX 6108  
KENNEWICK, WA 99336-0108  
(509) 585-4264



**CITY OF KENNEWICK**  
 P.O. BOX 6108  
 KENNEWICK, WA 99336-0108  
 (509) 585-4264  
 (509) 585-4383 FAX  
<http://www.ci.kennewick.wa.us>

**INVOICE**

*rcvd 4.27.20*  
 014382 *Comms*

Page 1 of 1

DATE	04/22/2020
ACCOUNT	3156
AMT DUE	28,125.00

BENTON COUNTY  
 ATTN: SHON SMALL  
 PO BOX 190  
 PROSSER, WA 99350

AMOUNT PAID \_\_\_\_\_

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

CITY OF KENNEWICK

DESCRIPTION	AMOUNT
Metro Contribution 4th Quarter of FY 2020 Metro Contribution Amount Due 28,125.00	28,125.00
Total Amount Due:	28,125.00

ACCOUNT NO. 3156

PAYABLE UPON RECEIPT

28,125.00

Please Remit to: CITY OF KENNEWICK  
 P.O. BOX 6108  
 KENNEWICK, WA 99336-0108  
 (509) 585-4264


# RESOLUTION 2020 484


BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

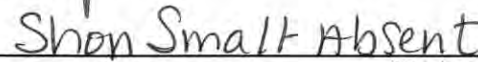
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY SALES TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 115.

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

Dated this 21 day of July, 2020

  
Chairman of the Board

  
Member

  
Member

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

Attest:   
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental

Dept Nbr: 115

Fund Name: Public Safety Sales Tax

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
518.303	4102	Contract Services	\$1,500,000	594.120	6401	Capital Outlay	\$1,500,000
TOTAL			\$1,500,000	TOTAL			\$1,500,000

Explanation:

To appropriate funding for the Benton County Emergency Services (BCES) communication upgrade (radio tower)

Prepared by: Linda Ivey

Date: 06-Jul-2020

Approved

Denied

Date: 7-21-2020

*James Brewer*

Chairman

*J. M.*

Member

Shon Small - Absent

Member

# RESOLUTION 2020 544

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES**

**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 July 14, 2020, County staff recommended funding the Boys & Girls Clubs of Benton Franklin Counties Kennewick Clubhouse proposal, in the total contract amount not to exceed \$500,000.00 for 2021-2022; **NOW, THEREFORE**

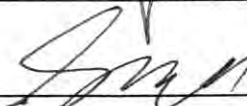
**BE IT RESOLVED**, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Kennewick Clubhouse public safety services contract, in an amount not to exceed \$500,000.00, to be payable to Boys & Girls Clubs of Benton and Franklin Counties as outlined in the service contract; and

**BE IT FURTHER RESOLVED**, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this 11 day of August, 2020.

  
\_\_\_\_\_  
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  
PUBLIC SAFETY 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 CLUBS 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 these Terms and Conditions and the following documents:

- a. Exhibit A - Scope of Work;
- b. Exhibit B - Kennewick Program Budget; and
- c. Exhibit C - Kennewick Clubhouse Program Data & Measurables.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

- a. The CONTRACTOR shall provide gang and crime prevention services and programs to low-income, at-risk youth at the Kennewick Clubhouse, which is located within walking distance of Park Middle School, Kennewick High School, and Amistad Elementary School. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Name: Brian Ace  
 Address: 2110 W. Henry Street  
 Pasco, WA 99301-4503  
 Phone: 509-543-9980  
 Email: brian.ace@greatclubs.org

- b. For COUNTY:

Name: Shyanne Palmus  
 Address: 7122 W. Okanogan Place, Building A  
 Kennewick, WA 99336  
 Phone: 509-222-3760  
 Email: Shyanne.Palmus@co.benton.wa.us

**5. COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "Kennewick Program Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through December 31, 2022.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed five-hundred thousand dollars and zero cents (\$500,000.00), including W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**6. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked

for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

**this Section 7 shall survive termination and expiration of this Contract.**

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

**8. INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following 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 Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and 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 that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named 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 autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from

the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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 or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
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 Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

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

bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

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

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete

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

- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

### **13. COMPLIANCE WITH LAWS**

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

### **14. 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. NON-DISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Finally, any and all services provided hereunder shall not be performed for religious purposes.

### **16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**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 and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written

consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

**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 and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**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 their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically

excluded.

**24. NOTICES**

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

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

**27. PUBLIC RECORDS ACT**

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records

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

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2021.


Dated: 8-11-2020

Dated: JULY 27<sup>th</sup>, 2020

FOR: BENTON COUNTY

FOR: BOYS & GIRLS CLUBS OF  
BENTON AND FRANKLIN COUNTIES

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Signature

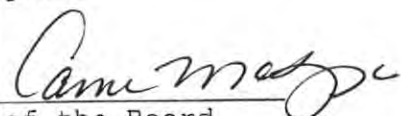
Member

Executive Director  
\_\_\_\_\_  
Title:

  
\_\_\_\_\_  
Member

Brian Ace  
\_\_\_\_\_  
Print 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: Scope of Work**

The Kennewick Clubhouse is a 23,000 sq. ft. youth facility located at the corner of 7th and Jean street near downtown Kennewick. This Clubhouse intentionally operates in at-risk neighborhood where there is a great need for positive afterschool programming. In a ten-block area located near Park Middle School, more than 1,000 school-age children and teens live in thirteen Section 8 apartment complexes and surrounding homes. This neighborhood is the most diverse in our community, with more than 75% of residents being of color and over 20 different languages spoken. The Kennewick Clubhouses is 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.

Children and teens are able to access the Club daily after school and during school breaks. The Kennewick Clubhouse offers age appropriate programming based upon our priority outcomes of academic success, healthy lifestyles and good character and citizenship. Programs are coordinated by trained, professional staff and mentors.

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 Clubhouse is a place where youth find a place to belong and make friends. It is a place where children, teens, and their families can rest assured knowing they are safe and protected.

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 are provided with the tools and relationships needed to excel academically, lead a healthy life and grow into a productive and caring citizen.

**Exhibit B: Kennewick Program Budget**

Item	Description	per week	per year	2021-2022 Total	PST Request 2021-2022
<b>Personnel Expenses</b>					
Executive Director	1 hour per week x \$50 per hour	\$ 50.00	\$ 2,600.00	\$ 5,200.00	\$ 3,900.00
Director of Program Operations	2 hours per week x \$35 per hour	\$ 70.00	\$ 3,640.00	\$ 7,280.00	\$ 5,460.00
Director of Development	1 hour per week x \$35 per hour	\$ 35.00	\$ 1,820.00	\$ 3,640.00	\$ 2,730.00
Director of Finance	1 hour per week x \$35 per hour	\$ 35.00	\$ 1,820.00	\$ 3,640.00	\$ 2,730.00
Branch & Program Director	Administrative oversight 40 hrs per week x \$30 per hour	\$ 1,200.00	\$ 62,400.00	\$ 124,800.00	\$ 106,080.00
Athletic Director	Planning, preparing, & implementing programs 20 hrs per week x \$25 per hour	\$ 500.00	\$ 26,000.00	\$ 52,000.00	\$ 44,200.00
Teen Coordinator	Planning, preparing, & implementing programs 40 hrs per week x \$20 per hour	\$ 800.00	\$ 41,600.00	\$ 83,200.00	\$ 70,720.00
Program Support Staff	200 hrs per week x \$14.5 per hour	\$ 2,900.00	\$ 150,800.00	\$ 301,600.00	\$ 264,180.00
	Subtotal:	\$ 5,590.00	\$ 290,680.00	\$ 581,360.00	\$ 500,000.00
Benefit Allocation	15% (PT and FT average)	\$ 838.50	\$ 43,602.00	\$ 87,204.00	
	Total Personnel Expenses:	\$ 6,428.50	\$ 334,282.00	\$ 668,564.00	\$ 500,000.00
<b>Supplies</b>					
Program Supplies	Average of \$1,000 per month x 12 months to run a variety of programs		\$ 12,000.00	\$ 24,000.00	
Participation Incentives	\$250 per month x 12 months		\$ 3,000.00	\$ 6,000.00	
Teen Late Nights	\$250 per event x 24 events per year		\$ 6,000.00	\$ 12,000.00	
Food for Programs	snacks and dinner		\$ 90,000.00	\$ 180,000.00	
Office & Janitorial Supplies	\$500 per month		\$ 6,000.00	\$ 12,000.00	
	Supply Expenses:		\$ 117,000.00	\$ 234,000.00	
<b>Other</b>					
Furniture	Furniture for program spaces		\$ 5,000.00	\$ 10,000.00	
Field Trip Expense	Experiential learning opportunities		\$ 6,000.00	\$ 12,000.00	
Fuel for Field Trips	\$100 per month x 12 months		\$ 1,200.00	\$ 2,400.00	
Vehicle Maintenance	Maintenance of Club Van		\$ 2,000.00	\$ 4,000.00	
Staff Training	Staff development and program training		\$ 5,000.00	\$ 10,000.00	
Outreach Materials	"The Club" outreach including lanyards, pens, shirts, pop-sockets		\$ 1,000.00	\$ 2,000.00	
Program Curriculum	Prevention program curriculum and various sets from Boys & Girls Clubs of America		\$ 1,500.00	\$ 3,000.00	
Utilities & Maintenance	Monthly utilities \$5,000 per month x 12 months		\$ 60,000.00	\$ 120,000.00	
Printing and Postage	\$250 per month x 12 months		\$ 3,000.00	\$ 6,000.00	
	Other Expenses:		\$ 84,700.00	\$ 169,400.00	
	Expense Total:		\$ 535,982.00	\$ 1,071,964.00	\$ 500,000.00

The Boys & Girls Clubs of Benton and Franklin Counties appreciates the consideration of a \$500,000 investment in the Kennewick Program. An investment of \$500,000 will support 47% of the total cost of program implementation and operation at the Kennewick Boys & Girls Club.



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

**EXHIBIT C: KENNEWICK CLUBHOUSE**  
**PROGRAM DATA & MEASURABLES:**

2021-2022

<b>MEASURABLES 2021</b>	<b>MEASURABLES 2022</b>
Maintain no fewer than 100 active teen members through 12/31/2021.	Maintain no fewer than 100 active teen members through 12/31/2022.
Maintain an enrollment of no less than 250 grade school youth through 12/31/2021.	Maintain an enrollment of no less than 250 grade school youth through 12/31/2022.
Maintain an average daily attendance of at least 30 teens and 100 grade school youth per day during school year program months.	Maintain an average daily attendance of at least 30 teens and 100 grade school youth per day during school year program months.
Teen members attend the Club at least 2 days per week, on average, during school year and elementary youth 3 days per week on average.	Teen members attend the Club at least 2 days per week, on average, during school year and elementary youth 3 days per week on average.
65 teens will participate in special events or community outreach activities each year	65 teens will participate in special events or community outreach activities each year
Ensure 200 volunteer hours are completed by teens each calendar year	Ensure 200 volunteer hours are completed by teens each calendar year

# RESOLUTION 2020 545

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES**

**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

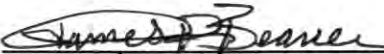
**WHEREAS**, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and


**WHEREAS**, during a Special Board Meeting held on July 14, 2020, County staff recommended funding the Boys & Girls Clubs of Benton Franklin Counties Prosser Clubhouse proposal, in the total contract amount not to exceed \$200,000.00 for 2021-2022; **NOW, THEREFORE**

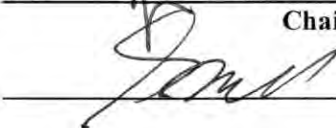
**BE IT RESOLVED**, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Prosser Clubhouse public safety services contract, in an amount not to exceed \$200,000.00, to be payable to Boys & Girls Clubs of Benton and Franklin Counties as outlined in the service contract; and

**BE IT FURTHER RESOLVED**, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this 11 day of August, 2020.

  
\_\_\_\_\_  
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  
PUBLIC SAFETY 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 CLUBS 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 these Terms and Conditions and the following documents:

- a. Exhibit A - Scope of Work;
- b. Exhibit B - Prosser Program Budget; and
- c. Exhibit C - Prosser Clubhouse Program Data & Measurables.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

- a. The CONTRACTOR shall provide gang and crime prevention programs and support to low-income, at-risk youth throughout the Prosser community to increase youth graduation, academic performance, and attendance while reducing gang involvement or potential gang involvement. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Name: Brian Ace  
 Address: 2110 W. Henry Street  
 Pasco, WA 99301-4503  
 Phone: 509-543-9980  
 Email: brian.ace@greatclubs.org

- b. For COUNTY:

Name: Shyanne Palmus  
 Address: 7122 W. Okanogan Place, Building A  
 Kennewick, WA 99336  
 Phone: 509-222-3760  
 Email: Shyanne.Palmus@co.benton.wa.us

**5. COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "Prosser Program Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through December 31, 2022.
- b. The maximum total amount payable by the COUNTY to the

CONTRACTOR under this Contract shall not exceed two-hundred thousand dollars and zero cents (\$200,000.00) including W.S.S.T.

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

**6. AMENDMENTS AND CHANGES IN WORK**

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

for the accuracy of the work, even if the work is accepted by the COUNTY.

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

**7. HOLD HARMLESS AND INDEMNIFICATION**

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

**this Contract.**

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

## **8. INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following 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 Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and 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 that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named 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 autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are

by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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 or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
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 Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

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

completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

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

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors,

employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

### **13. COMPLIANCE WITH LAWS**

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

### **14. 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. NON-DISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Finally, any and all services provided hereunder shall not be performed for religious purposes.

### **16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**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 and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent

jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

**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 and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**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 their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**

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

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

**27. PUBLIC RECORDS ACT**

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

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

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2021.

Dated: 8-11-2020

Dated: JULY 27<sup>th</sup>, 2020

FOR: BENTON COUNTY

FOR: BOYS & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES

  
Chairman

  
Signature

  
Member

Executive Director  
Title:


  
Member

Brian Ace  
Print 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: Scope of Work**

Our Clubs are committed to serving all youth, especially those who need us most. For the past 10 years, we have been positively impacting the lives of children and families in Prosser through Boys & Girls Club programs. The Prosser Boys & Girls Club is the only non-sports based youth service organization serving children and teens in the community, and our programs are more important than ever. According to the Prosser Police Department, 27% of the total criminal offenses committed in 2019 were related to drugs and 20% were related to vandalism and destruction of property. Youth living in families and communities where substance use is prevalent are more likely to adopt risky behaviors into adulthood. This creates a self-perpetuating cycle of poor outcomes that can be transferred to the next generation of youth.

However, there is hope. With Benton County's help, Boys & Girls Club can be part of the solution to break this cycle of crime by improving the outcomes of the youth in our community. Through the expansion of regular programs into areas that don't have them, and by intentionally connecting more kids to the opportunities that already exist, we can make an even greater impact across our community. The Prosser Clubhouse is 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.

Children and teens are able to access the Club daily after school and during school breaks. The Prosser Clubhouse offers age appropriate programming based upon our priority outcomes of academic success, healthy lifestyles and good character and citizenship. Programs are coordinated by trained, professional staff and mentors. The Prosser Club also has a dedicated Teen Center in a building located adjacent to Prosser High School.

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 Prosser Clubhouse is a place where youth find a place to belong and make friends. It is a place where children, teens, and their families can rest assured knowing they are safe and protected.

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 Prosser youth with a place to go – we also want to encourage them to grow and flourish in life. When children and teens visit our Prosser, they are provided with the tools and relationships needed to excel academically, lead a healthy life and grow into a productive and caring citizen.

Exhibit B: Prosser Program Budget

Item	Description	per week	per year	2021-2022 Total	PSST Request 2021-2022
<b>Personnel Expenses</b>					
Executive Director	1 hour per week x \$50 per hour	\$ 50.00	\$ 2,600.00	\$ 5,200.00	\$ 2,600.00
Director of Program Operations	2 hours per week x \$35 per hour	\$ 70.00	\$ 3,640.00	\$ 7,280.00	\$ 3,640.00
Director of Development	1 hour per week x \$30 per hour	\$ 30.00	\$ 1,560.00	\$ 3,120.00	\$ 1,560.00
Director of Finance	1 hour per week x \$30 per hour	\$ 30.00	\$ 1,560.00	\$ 3,120.00	\$ 1,560.00
Branch & Program Director	Administrative oversight 40 hrs per week x \$25 per hour	\$ 1,000.00	\$ 52,000.00	\$ 104,000.00	\$ 83,200.00
Teen Coordinator	Planning, preparing, & implementing programs 40 hrs per week x \$17 per hour	\$ 680.00	\$ 35,360.00	\$ 70,720.00	\$ 56,576.00
Program Support Staff	40 hrs per week x \$14 per hour	\$ 560.00	\$ 29,120.00	\$ 58,240.00	\$ 50,864.00
	<b>Subtotal:</b>	\$ 2,420.00	\$ 125,840.00	\$ 251,680.00	\$ 200,000.00
Benefit Allocation	15% (PT and FT average)	\$ 363.00	\$ 18,876.00	\$ 37,752.00	
	<b>Total Personnel Expenses:</b>	\$ 2,783.00	\$ 144,716.00	\$ 289,432.00	\$ 200,000.00
<b>Supplies</b>					
Program Supplies	Average of \$500 per month x 12 months to run a variety of programs		\$ 6,000.00	\$ 12,000.00	
Participation Incentives	\$100 per month x 12 months		\$ 1,200.00	\$ 2,400.00	
Bus Passes	30 bus passes for teens to get to Club		\$ 750.00	\$ 1,500.00	
Teen Late Nights	\$200 per event x 24 events per year		\$ 4,800.00	\$ 9,600.00	
Snacks	30 Youth per month X \$1.50 X 250 days		\$ 11,250.00	\$ 22,500.00	
Office & Janitorial Supplies	\$200 per month		\$ 2,400.00	\$ 4,800.00	
	<b>Supply Expenses:</b>		\$ 26,400.00	\$ 52,800.00	
<b>Other</b>					
Furniture	Furniture for program spaces		\$ 1,500.00	\$ 3,000.00	
Field Trip Expense	Experiential learning opportunities		\$ 4,000.00	\$ 8,000.00	
Fuel for Field Trips	\$40 per month x 12 months		\$ 480.00	\$ 960.00	
Vehicle Maintenance	Maintenance of Prosser Club Van		\$ 300.00	\$ 600.00	
Staff Training	Staff development and program training		\$ 1,500.00	\$ 3,000.00	
Outreach Materials	"The Club" outreach including lanyards, pens, shirts, pop-sockets		\$ 500.00	\$ 1,000.00	
Program Curriculum	Prevention program curriculum and various sets from Boys & Girls Clubs of America		\$ 1,500.00	\$ 3,000.00	
Utilities	Monthly utilities \$700 per month x 12 months		\$ 8,400.00	\$ 16,800.00	
Printing and Postage	\$10 per month x 12 months		\$ 120.00	\$ 240.00	
	<b>Other Expenses:</b>		\$ 18,300.00	\$ 36,600.00	
	<b>Expense Total:</b>		\$ 189,416.00	\$ 378,832.00	\$ 200,000.00

The Boys & Girls Clubs of Benton and Franklin Counties appreciates the consideration of a \$200,000 investment in the Prosser program. An investment of \$200,000 will support 53% of the total cost of program implementation and operation at the Prosser Boys & Girls Club.



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

**EXHIBIT C: PROSSER CLUBHOUSE**  
**PROGRAM DATA & MEASURABLES:**

2021-2022

<b>MEASURABLES 2021</b>	<b>MEASURABLES 2022</b>
Maintain no fewer than 75 active teen members through 12/31/2021.	Maintain no fewer than 75 active teen members through 12/31/2022.
Maintain an enrollment of no less than 95 grade school youth through 12/31/2021.	Maintain an enrollment of no less than 95 grade school youth through 12/31/2022.
Maintain an average daily attendance of at least 25 teens and 80 grade school youth per day during school year program months.	Maintain an average daily attendance of at least 25 teens and 80 grade school youth per day during school year program months.
Teen members attend the Club at least 2 days per week, on average, during school year and elementary youth 3 days per week on average.	Teen members attend the Club at least 2 days per week, on average, during school year and elementary youth 3 days per week on average.
50 teens will participate in special events or community outreach activities each year.	50 teens will participate in special events or community outreach activities each year.
Ensure 200 volunteer hours are completed by teens each calendar year.	Ensure 200 volunteer hours are completed by teens each calendar year.

# RESOLUTION 2020 546

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND KIONA-BENTON CITY SCHOOL DISTRICT

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 July 14, 2020, County staff recommended funding the Kiona-Benton City School District proposal, in the total contract amount not to exceed \$76,000.00 for 2021-2022; **NOW, THEREFORE**

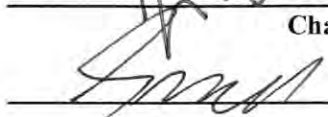
**BE IT RESOLVED**, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Kiona-Benton Crime Prevention Program public safety services contract, in an amount not to exceed \$76,000.00, to be payable to Kiona-Benton City School District as outlined in the service contract; and

**BE IT FURTHER RESOLVED**, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this 11 day of August, 2020.

  
\_\_\_\_\_  
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  
PUBLIC SAFETY 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 these Terms and Conditions and the following documents:

- a. Exhibit A - Kiona-Benton Crime Prevention Scope of Work;
- b. Exhibit B - 2021-2022 Program Budget; and
- c. Exhibit C - Kiona-Benton Crime Prevention Measurables.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

- a. The CONTRACTOR shall provide crime prevention services to seek and eventually eliminate gang and other criminal activity for young people age 14-21 in the Benton City area of Benton County. Specifically, the program will target youth who have dropped out of public school or who are in danger of dropping out of school and connect them with necessary medical, mental health, educational, and vocational resources. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Kiona-Benton Crime Prevention Scope of Work", which is attached hereto and incorporated herein by reference.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Name: Wade Haun  
 Address: 1105 Dale Avenue  
 Benton City, WA 99320  
 Phone: 509-588-2000  
 Email: Wade.Haun@kibesd.org

- b. For COUNTY:

Name: Shyanne Palmus  
 Address: 7122 W. Okanogan Place, Building A  
 Kennewick, WA 99336  
 Phone: 509-222-3760  
 Email: Shyanne.Palmus@co.benton.wa.us

**5. COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "2021-2022 Program Budget", which is attached hereto and incorporated herein by reference

for the time period of January 1, 2021 through December 31, 2022.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed seventy-six thousand dollars and zero cents (\$76,000.00), including W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**6. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections

without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract**

the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

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

## 8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following 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 Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and 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 that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named 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 autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars

(\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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 or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
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 Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

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

termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

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

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. 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. NON-DISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Finally, any and all services provided hereunder shall not be performed for religious purposes.

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

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**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 and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of

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

**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 and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**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

their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**

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

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

**27. PUBLIC RECORDS ACT**

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR

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

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2021.

Dated: 8-16-2020

Dated: 7-27-20

FOR: BENTON COUNTY

FOR: KIONA-BENTON CITY SCHOOL DISTRICT

  
Chairman

  
Signature


  
Member

Director of Federal Programs  
Title:

  
Member

Wade Haun  
Print 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  
KIONA-BENTON CRIME PREVENTION  
SCOPE OF WORK

The purpose for this project is simply to help keep young people engaged in progressing toward becoming productive adults instead of taking situational detours that can get them and our community in trouble.

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.

Studies have shown, building relationships with students is one of the strongest ways to improve student learning and keep them engaged in their education. Students want to know someone cares about them. Using this as a foundation for supporting our students, they know there is a trusted adult who can help them navigate their daily lives and provide problem solving solutions to keep them in school. Our specialist makes a difference by helping to keep students on track academically and socially to become better able to handle life. We have seen our graduation rates go up, our discipline rates go down and our drop out rate plummet in large part because of this program. This program keeps students in school by providing the supports they need to become productive adults. The students find a sense of purpose, stay out of trouble and stay connected to school. The parenting classes help parents support their child's education, shows parents how to be involved in school and gives them the tools to become better parents for their kids.



## Exhibit C: Kiona-Benton Crime Prevention 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.	
5 students retained or re-engaged in school without intervention this month.	
10 students attending special after school programs or activities each month.	
Student Services Team meetings organized. With 5 participants at each meeting.	
Provided 5 students each month with non-academic support to stay enrolled in school.	
Helped student enroll in Open Doors option to obtain GED through ESD 123.	
Make at least 20 home visits and parent contacts each month.	
Conduct 2 "Strong Families" programs during the school year.	

BUDGET OVERVIEW				
	TOTAL 2020-2021 BUDGET	MONTHLY INVOICE	TOTAL INVOICED	REMAINING BUDGET
Kiona-Benton Crime Prevention Program	\$76,000.00			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# RESOLUTION 2020 547

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY 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

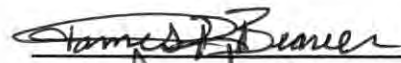
WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and


WHEREAS, during a Special Board Meeting held on July 14, 2020, County staff recommended funding the Partners for Early Learning proposal, in the total contract amount not to exceed \$292,544.00 for 2021-2022; **NOW, THEREFORE**


**BE IT RESOLVED**, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Building Resilience Through Family Support Program public safety services contract, in an amount not to exceed \$292,544.00, to be payable to Partners for Early Learning as outlined in the service contract; and

**BE IT FURTHER RESOLVED**, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this 11 day of August, 2020.

  
\_\_\_\_\_  
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  
PUBLIC SAFETY 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 1777 Terminal Drive, Richland, WA 99354-4952. (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A - Scope of Work;
- b. Exhibit B - 2021-2022 Program Budget; and
- c. Exhibit C - Measurables.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

- a. The CONTRACTOR shall provide direct services to economically and emotionally challenged families with children ages birth-kindergarten in Richland and Kennewick School Districts. Rigorous evaluation of high-quality home visiting programs has also shown positive impact on reducing incidences of child abuse and neglect, improvement in birth outcomes such as decreased pre-term births and low-birthweight babies, improved school readiness for children, decreased gang participation and incarceration and increased high school graduation rates for families participating in the program.
- b. A detailed description of the services to be performed by the

CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

- c. 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.
- d. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- e. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:

Name: Phyllis Ferguson  
Address: 1777 Terminal Drive  
Richland, WA 99354-4952  
Phone: 509-366-5306  
Email: [phyllis@partnersforearlylearning.org](mailto:phyllis@partnersforearlylearning.org)

b. For COUNTY:

Name: Shyanne Palmus  
Address: 7122 W. Okanogan Place, Building A  
Kennewick, WA 99336  
Phone: 509-222-3760  
Email: [Shyanne.Palmus@co.benton.wa.us](mailto:Shyanne.Palmus@co.benton.wa.us)

**5. COMPENSATION**

- a. For the services performed under this Contract, the

CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "2021-2022 Program Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through December 31, 2022.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed two-hundred ninety-two thousand five-hundred forty-four dollars and zero cents (\$292,544.00), including W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

**7. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of

Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

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

## 8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following 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 Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and 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 that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named 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 autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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 or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
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 Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by

way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

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

terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

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

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any

COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. 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. NON-DISCRIMINATION**

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

military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Finally, any and all services provided hereunder shall not be performed for religious purposes.

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

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

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

**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 and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**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 their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**

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

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

**27. PUBLIC RECORDS ACT**

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

- This section left blank intentionally -


IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2021.

Dated: 2-11-2020


Dated: 7/27/2020

FOR: BENTON COUNTY

FOR: PARTNERS FOR EARLY LEARNING

  
Chairman

  
Signature

  
Member

President

Title:

  
Member

Phyllis Ferguson

Print Name

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

Attest:   
Clerk of the Board

Approved as to Form

  
Civil Deputy Prosecuting  
Attorney

## BUILDING RESILIENCE THROUGH FAMILY SUPPORT

Biennium 2021-2022

### EXHIBIT A: SCOPE OF WORK

Building Resilience through Family Support is a direct service program to Economically and Emotionally challenged families with children birth to K in Richland and Kennewick School Districts. Families receive a weekly visit tailored to their needs from their Family Support Coach. Families are recommended by school and community agencies.

- BRTFS will serve up to 36 families from Benton County who have children ages 0-5 by hiring Family Support Coaches as needed. Coaches will meet weekly with parents and children in their homes, unless Covid 19 creates the need for digital coaching.
- Families will be provided with books, toys, and materials to use in practicing the learnings taught and developing child and parent skills.
- A BRTFS hired Coordinator will be responsible for recruitment of families (with assistance of the Coaches), ordering materials, curriculum coordination, program oversight, data collection, reporting, coach evaluation and support skills development with Family Support Coaches. This will ensure program consistency for all families. The Program Coordinator will work closely with the school districts, individual schools, and Communities in Schools to solicit referrals to ensure that the selected families are willing and able to participate in the learning opportunity. The coordinator, with the assistance of Coaches and families, will connect via social networks and with PTO organizations of the schools for advertising. The program will also take recommendations from enrolled families.

Building Resilience through Family Support's intended outcomes are:

- Increased parental confidence and knowledge of development of child through assessment with ASQ and ASQ SE evaluation tools with the instruction for parent awareness thus enabling parental support of child's development.
- Increase parent understanding and application of parenting skills.
- Consistent increased parent/child interaction with books and toys.
- Increased positive interaction with child over discipline and child's development.
- Increased listening skills and the ability to talk so that children will listen and listen so children will talk.

- Deliverable reports will track parent skills and confidence, amount of time during lessons spent in child and parent curriculum, parent's reading to children, and developmental screenings completed to ensure children and families are referred to educational and community services as needed. The emphasis will be on reading to children, playing with children, listening to children, problem solving with children, emotionally coaching children and creating a positive and intentional discipline in the home that will build resilience. Parent self-evaluation of needs, skills and attitudes will assist in planning and setting accountability goals. Referrals to mental health, basic needs and academic support will be tracked.

- BRTFS will serve families year-round. This will provide better continuity and the support families need during time when older siblings are in the home. During our Covid 19 coaching sessions, we found that parents needed support in wrangling and organizing in positive ways their whole family. Our support will help them navigate discipline, family dynamics and learning support for all their children. Since the future impact of Covid 19 is still in question, BRTFS is prepared to stand in the gap to support these parents.



**EXHIBIT C: MEASURABLES**

<b>Monthly Data for</b>	
<b>MEASURABLES</b>	<b>PROGRESS TO DATE</b>
Number of home visits this month completed this month	
Number children served this month:	Birth - 3: 4-5: School age:
Number of families who dropped out of the program this month	
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 with child	
Number of families completing developmental screenings this month	<ul style="list-style-type: none"> <li>• ASQ</li> <li>• ASQSE</li> </ul>
Number of families referred to educational programs this month	<ul style="list-style-type: none"> <li>• ECEAP/EHS</li> <li>• Special Education</li> <li>• Community toddler/preschool</li> </ul>
Number of families referred to community services this month:	<ul style="list-style-type: none"> <li>• Health/Mental Health</li> <li>• Basic Needs</li> </ul>
<b>Semi- Annual Data</b>	
Percentage of families self-reporting increased competence in limit setting and positive guidance	
Percentage if 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	
<b>End of Program Year data</b>	
Percentage of families receiving free/reduced lunch	
Percentage of families whose first language is not English	

# RESOLUTION 2020 548

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND SAFE HARBOR CRISIS NURSERY (DBA SAFE HARBOR SUPPORT 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

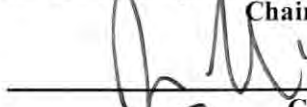
**WHEREAS**, during a Special Board Meeting held on July 14, 2020, County staff recommended funding the Safe Harbor Crisis Nursery (DBA Safe Harbor Support Center) proposal, in the total contract amount not to exceed \$400,000.00 for 2021-2022; **NOW, THEREFORE**


**BE IT RESOLVED**, the Board hereby concurs with the staff recommendation and approves the 2021-2022 My Friends Place public safety services contract, in an amount not to exceed \$400,000.00, payable to Safe Harbor Crisis Nursery (DBA Safe Harbor Support Center) as outlined in the service contract; and

**BE IT FURTHER RESOLVED**, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this 11 day of August, 2020.

  
\_\_\_\_\_  
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  
PUBLIC SAFETY 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 (dba SAFE HARBOR SUPPORT CENTER)**, 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 these Terms and Conditions and the following documents:

- a. Exhibit A - Scope of Work;
- b. Exhibit B - 2021-2022 My Friends Place Budget; and
- c. Exhibit C - Measurables.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

- a. The CONTRACTOR shall provide at-risk homeless teenagers wraparound intervention services with the intended outcome of preventing their involvement in street crime and gang activity. With intervention, at-risk youth are given the tools they need to overcome adversity and seek out legal, responsible ways of providing for themselves. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials.

Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Name: Sara Harpster  
Address: 1111 W. Grant Place  
Kennewick, WA 99336  
Phone: 509-783-5734  
Email: [safeharborsara@gmail.com](mailto:safeharborsara@gmail.com)

- b. For COUNTY:

Name: Shyanne Palmus  
Address: 7122 W. Okanogan Place, Building A  
Kennewick, WA 99336  
Phone: 509-222-3760  
Email: [Shyanne.Palmus@co.benton.wa.us](mailto:Shyanne.Palmus@co.benton.wa.us)

**5. COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "2021-2022 My Friends Place Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through

December 31, 2022.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed four-hundred thousand dollars and zero cents(\$400,000.00), including W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**6. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections

without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract**

the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

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

## 8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following 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 Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and 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 that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named 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 autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars

(\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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 or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
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 Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

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

termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

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

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. 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. NON-DISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Finally, any and all services provided hereunder shall not be performed for religious purposes.

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

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**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 and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of

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

**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 and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**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

their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**

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

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

**27. PUBLIC RECORDS ACT**

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR

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

- This section left blank intentionally -

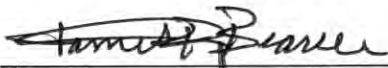
IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2021.

Dated: 8-11-2020

Dated: 7-27-2020

FOR: BENTON COUNTY

FOR: SAFE HARBOR CRISIS  
NURSERY (DBA SAFE HARBOR  
SUPPORT CENTER)

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Member

Executive Director  
\_\_\_\_\_  
Title:

  
\_\_\_\_\_  
Member

Sara Harpster  
\_\_\_\_\_  
Print Name

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

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

Approved as to Form

  
\_\_\_\_\_  
Civil Deputy Prosecuting  
Attorney



*From the desk of Sara Harpster*

## **EXHIBIT A: SCOPE OF WORK**

### Proposal

Meet Washington State licensing requirements for staffing and community outreach for My Friends Place, homeless teen shelter, and 24-hour drop-in center.

### Program Description

My Friends Place is Southeastern Washington's first and only safe teen shelter and 24-hour drop-in center for homeless and at-risk teens. My Friend's Place had its ribbon-cutting ceremony on November 30, 2011 and opened as an overnight emergency teen shelter. Since then, My Friends Place has expanded into a safe haven for youth in crisis. MFP provides shelter to youth ages 13 through 17 on an individual timeline based on the youth's level of need. MFP provides short term stays for children who are having family conflict and need a cooling-off period. We provide this service to prevent child and/or parent abuse in our community. MFP also offers long term shelter to youth in need who have no other housing options. Youth receive a room hosting 2 to 4 beds and a private bath, all meals, toiletries, clothing, laundry facilities, entertainment, and mentorship. All youth receive comprehensive case management services to assist with obtaining vital records, locate employment, school assistance, and housing. Full time professional dedicated staff assist teens in learning and applying life skills, provide mentorship, are our client's first responders to a crisis, and ensure the safety of our teens while in the care of MFP.

My Friends Place provides meals, showers, homework help, laundry facilities, clothes, school supplies, and access to community services to any youth in need who utilize our drop-in center.



*From the desk of Sara Harpster*

In 2019 we assisted over 300 youth in our drop-in center and housed 77 youth in our shelter, almost double the number of teens from 2018.

#### Need for the Program

Homeless street youth in Benton County commit many crimes while attempting to meet their basic needs. When teens are without food, clothing, housing, and guidance they may resort to trespassing, theft, burglary, assault, drug use, and trade sex for tangible goods. Homeless youth are easily exploited and seek to find a safe place to belong. Oftentimes, this need is met through gang affiliation.

#### Demographics of the youth in the overnight shelter in 2019

46% of youth served in our shelter identified as female while 46% identified as male. 8% of our population identified as non-binary. 26 % of our youth identify as LGBTQQI. We provide services to the youth of all races, religions, sexual orientations, and nationalities. Our youth identify as Latinx, African American, Caucasian, Asian, and Native American which is not a comprehensive list.

#### Gang involved street youth in 2019

In 2019 we housed several gang-affiliated street youths. 27% of our youth entered as gang-affiliated. In the majority of cases, those youth were returned to school, reunified with family, or successfully completed our program and were independently housed at the age of 18. As word of our shelter expands, we are able to reach more youth who may have been persuaded to join a gang without our intervention. All of our street kids have come into contact with gangs and gang



*From the desk of Sara Harpster*

members and those that receive services from benefit from comprehensive case management that provided the support to keep these kids off of the streets.

#### Outcomes in 2019

Every parent is notified that their child has entered our shelter. In 2019 90% of our 13 to 15-year-old teens were successfully reunified home. Out of our 16-17-year-old teens, approximately 40% return home with the assistance of our case management, 50% were employed and located their own housing, and 10% exit the shelter without completing an exit review. During 2019 5 youth received their high school diploma, 1 youth completed a GED program, and 91% of our youth were actively enrolled in school.

#### Challenges faced, opportunities/issues the program seeks to address

Meeting Washington State licensing requirements for staffing and community outreach for My Friends Place was our barrier in 2017. Due to the funding of Benton County through the Public Safety Tax grant, we can maintain full time (24 hours per day 7 days per week) professional staff to allow our shelter to utilize 16 beds out of our 20-bed capacity. We continue to need this support so that we may continue to provide services to our youth in Benton County. Having the capacity to house more youth and assist additional drop-in clients helps us to help keep Benton County a safe and welcoming community.

# EXHIBIT B: 2021-2022 MY FRIENDS PLACE BUDGET

SAFE HARBOR SUPPORT CENTER  
PUBLIC SAFETY SALES TAX 2021-2022 BUDGET

DESCRIPTION	TOTAL 2021-2022 BUDGET	2021-2022 PSST FUNDING REQUEST	%
<b>SALARY AND BENEFITS EXPENSES</b>			
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%
<b>SUBTOTAL</b>	<b>\$ 783,048.00</b>	<b>\$ 400,000.00</b>	<b>51%</b>
<b>OFFICE OPERATIONS</b>			
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	\$ -	
<b>SUBTOTAL</b>	<b>\$ 171,917.08</b>	<b>\$ -</b>	
<b>PROGRAMMING EXPENSES</b>			
Food for My Friends Place	\$ 19,200.00	\$ -	
Miscellaneous Program Expenses	\$ 4,800.00	\$ -	
<b>SUBTOTAL</b>	<b>\$ 24,000.00</b>	<b>\$ -</b>	
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 978,965.08</b>	<b>\$ 400,000.00</b>	



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	Sara Harpster 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 21-22 BUDGET	MONTHLY INVOICE	TOTAL INVOICED	REMAINING BUDGET
My Friends Place PSST	400,000.00			

Submitted by \_\_\_\_\_

Date \_\_\_\_\_

# RESOLUTION 2020 549

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND TRI-CITIES CHAPLAINCY (DBA CHAPLAINCY HEALTH CARE)**

**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 July 14, 2020, County staff recommended funding the Chaplaincy Health Care Step-Up Program proposal, in the total contract amount not to exceed \$79,340.00 for 2021-2022; **NOW, THEREFORE**


**BE IT RESOLVED**, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Step-Up Program public safety services contract, in an amount not to exceed \$79,340.00, to be payable to Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) as outlined in the service contract; and

**BE IT FURTHER RESOLVED**, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this 11 day of August, 2020.

  
\_\_\_\_\_  
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  
PUBLIC SAFETY 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 **TRI-CITIES CHAPLAINCY (dba CHAPLAINCY HEALTH CARE)**, a Washington nonprofit corporation, with its principal offices at 1480 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 these Terms and Conditions and the following documents:

- a. Exhibit A - Scope of Work;
- b. Exhibit B - 2021-2022 Program Budget; and
- c. Exhibit C - Measurables.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

- a. The CONTRACTOR shall provide public safety services for at-risk youth to prevent and/or treat anti-social and criminal behaviors, police contact, arrests, incarcerations, school failure, substance abuse and mental health disorders and more. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Name: Gary Castillo  
 Address: 1480 Fowler Street  
 Richland, WA 99352-4717  
 Phone: 509-783-7416  
 Email: GaryC@chaplaincyhealthcare.org

- b. For COUNTY:

Name: Shyanne Palmus  
 Address: 7122 W. Okanogan Place, Building A  
 Kennewick, WA 99336  
 Phone: 509-222-3760  
 Email: Shyanne.Palmus@co.benton.wa.us

**5. COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "2021-2022 Program Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through December 31, 2022.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed seventy-nine thousand three-hundred forty dollars and zero cents (\$79,340.00), including W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**6. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked

for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

**this Section 7 shall survive termination and expiration of this Contract.**

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

**8. INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following 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 Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and 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 that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named 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 autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from

the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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 or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
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 Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

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

bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

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

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete

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

- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. 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. NON-DISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Finally, any and all services provided hereunder shall not be performed for religious purposes.

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

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**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 and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written

consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

**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 and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**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 their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically

excluded.

**24. NOTICES**

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

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

**27. PUBLIC RECORDS ACT**

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records

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

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2021.

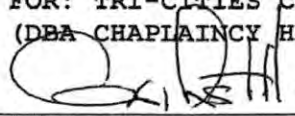
Dated: 8-11-2020

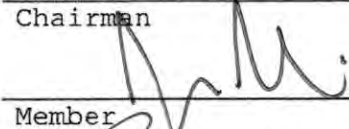
Dated: 7/28/2020

FOR: BENTON COUNTY

FOR: TRI-CITIES CHAPLAINCY  
(DBA CHAPLAINCY HEALTH CARE)

  
Chairman

  
Signature

  
Member

Executive Director  
Title:

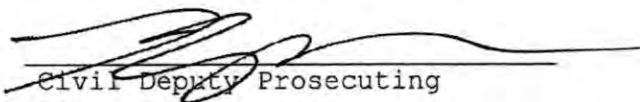
  
Member

Gary Castillo  
Print Name

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

Attest:   
Clerk of the Board

Approved as to Form

  
Civil Deputy Prosecuting  
Attorney

### **Scope 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.

Step-Up also provides 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.

Groups likely to encounter at-risk youth include:

- 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 2021 - 2022 REQUEST BUDGET

DESCRIPTION	TOTAL BUDGET	2021-2022 PSST FUNDING REQUEST
<b>Program Costs</b>		
<b>Session Costs</b>		
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		
<b>Total Yearly Session Costs</b>	(120 x \$269.00)	
	\$ 32,280.00	\$ 32,280.00
<b>Intakes 15 @\$115</b>	\$ 1,725.00	\$ 1,725.00
<b>Total Program Costs</b>	\$ 34,005.00	\$ 34,005.00
<b>Allocated Costs</b>		
<b>Printing and Supplies</b>		
Manuals (179 pages each)	\$ 215.00	\$ 215.00
Brochures & Mailings	\$ 450.00	\$ 450.00
<b>Total</b>	\$ 665.00	\$ 665.00
<b>Training</b>		
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	\$ -
<b>Total Allocated Costs</b>	\$ 8,029.00	\$ 5,665.00
<b>Yearly Proposed Step-Up budget</b>	\$ 42,034.00	\$ 39,670.00
<b>TOTAL 2021 - 2022 PROPOSED STEP-UP BUDGET</b>		\$ 79,340.00

### 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.

<b>Target behavior</b>	<b>Measurable Goal</b>	<b>Outcome</b>
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	

# RESOLUTION 2020 550

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

**IN THE MATTER OF SIGNING A PUBLIC SAFETY 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**, during a Special Board Meeting held on July 14, 2020, County staff recommended funding the Support, Advocacy, and Resource Center proposal, in the total contract amount not to exceed \$147,852.00 for 2021-2022; **NOW, THEREFORE**

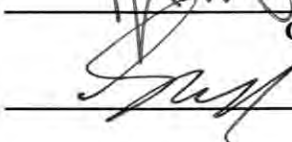
**BE IT RESOLVED**, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Human Trafficking Intervention Program public safety services contract, in an amount not to exceed \$147,852.00, payable to Support, Advocacy, and Resource Center as outlined in the service contract; and

**BE IT FURTHER RESOLVED**, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this 11 day of August, 2020.

  
\_\_\_\_\_  
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  
PUBLIC SAFETY 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 these Terms and Conditions and the following documents:

- a. Exhibit A - Scope of Work;
- b. Exhibit B - 2021-2022 Program Budget; and
- c. Exhibit C - Measurables.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

- a. The CONTRACTOR shall provide services to youth in the Juvenile Justice Center and throughout the community that have been identified as high risk for having been sex trafficked. Services include, but are not limited to, medical advocacy, legal advocacy, crisis intervention, referrals, and service coordination. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material,

labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Name: JoDee Garretson  
Address: 1458 Fowler Street  
Richland, WA 99352  
Phone: 509-374-5391  
Email: [jgarretson@supportadvocacyresourcecenter.com](mailto:jgarretson@supportadvocacyresourcecenter.com)

- b. For COUNTY:

Name: Shyanne Palmus  
Address: 7122 W. Okanogan Place, Building A  
Kennewick, WA 99336  
Phone: 509-222-3760  
Email: [Shyanne.Palmus@co.benton.wa.us](mailto:Shyanne.Palmus@co.benton.wa.us)

**5. COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "2021-2022 Program Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through December 31, 2022.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed one-hundred forty-seven thousand eight-hundred fifty-two dollars and zero cents (\$147,852.00), including W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**6. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the

CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent**

performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

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

## 8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following 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 Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and 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 that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named 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 autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property

Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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 or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
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 Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

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

performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

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

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. 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. NON-DISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Finally, any and all services provided hereunder shall not be performed for religious purposes.

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

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**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 and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY

in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

**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 and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**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 their agreement. Any oral or written representations or

understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**

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

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

**27. PUBLIC RECORDS ACT**

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY

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

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2021.

Dated: 8-11-2020

Dated: 8/31/2020

FOR: BENTON COUNTY

FOR: SUPPORT, ADVOCACY, AND RESOURCE CENTER

James P. Beaver  
Chairman

JoDee Garretson  
Signature

[Signature]  
Member

Executive Director  
Title:

[Signature]  
Member

JoDee Garretson  
Print Name

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

Attest: Carrie Massey  
Clerk of the Board

Approved as to Form

[Signature]  
Civil Deputy Prosecuting Attorney

## Exhibit A: Scope of Work

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.

## Exhibit B: 2021-2022 Program Budget

### Advocacy for Survivors of Sex Trafficking

Support, Advocacy & Resource Center  
PUBLIC SAFETY SALES TAX 2021-2022 BUDGET

DESCRIPTION	Year 1	Year 2	Total Request
Engagement Speciaist - Salary and Benefits	\$ 67,620.00	\$ 69,649.00	\$ 137,269.00
On Going Training	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00
Mileage	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
Printing	\$ 500.00	\$ 500.00	\$ 1,000.00
Supervision - HT Program Director .10 FTE - Salary and Benefits	\$ 9,154.00	\$ 9,429.00	\$ 18,583.00
Supplies	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 83,774.00</b>	<b>\$ 86,078.00</b>	<b>\$ 169,852.00</b>
Minus Funds Through JJC	\$ 11,000.00	\$ 11,000.00	\$ 22,000.00
<b>Total Request</b>	<b>\$ 72,774.00</b>	<b>\$ 75,078.00</b>	<b>\$ 147,852.00</b>

## **Exhibit C: 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)

# RESOLUTION 2020 551

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

## IN THE MATTER OF THE FIRST PERSONAL SERVICES AGREEMENT AMENDMENT BETWEEN BENTON COUNTY, WASHINGTON AND PARTNERS FOR EARLY LEARNING

**WHEREAS**, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2018-736 dated October 16, 2018 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed one hundred fifty thousand dollars and zero cents (\$133,814.00); and

**WHEREAS**, this First Amendment to the Contract is necessary as to revise the CONTRACTOR'S budget to allow modified crime prevention services provided by the CONTRACTOR in response to the COVID-19 pandemic; **NOW THEREFORE**,


**BE IT RESOLVED**, that the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the First Amendment to revise the CONTRACTOR'S budget to allow modified crime prevention services to be provided by the CONTRACTOR in response to the COVID-19 pandemic, as attached to the included amendment as "Exhibit B: Partners for Early Learning Building Resilience Through Family Support Budget: Revision Request 7/15/2020"; and

**BE IT FURTHER RESOLVED**, this amendment shall be effective upon the last date signed; and

**BE IT FURTHER RESOLVED**, the Board authorizes the Chairman of the Board to sign the First Amendment to the Contract attached hereto.

Dated this 11 day of August 2020.

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

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

  
\_\_\_\_\_  
Member

Attest:   
.....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**FIRST AMENDMENT TO  
PERSONAL SERVICES CONTRACT BETWEEN  
BENTON COUNTY AND PARTNERS FOR EARLY LEARNING**

This Contract Amendment, made and entered into this 11 day of August, 2020 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **PARTNERS FOR EARLY LEARNING**, a Washington non-profit corporation, with its principal offices at 1777 Terminal Drive, Richland, WA 99354-4952 (hereinafter "CONTRACTOR").

**RECITALS**

**WHEREAS**, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2018-736 dated October 16, 2018 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed one hundred thirty-three thousand eight hundred fourteen dollars and zero cents (\$133,814.00); and

**WHEREAS**, on February 29, 2020, the Governor of the State of Washington declared a state of emergency for all counties in Washington as a result of the COVID-19 outbreak; and

**WHEREAS**, the Benton County Board of Commissioners declared a state of emergency, per Resolution 2020-258, in Benton County on March 17, 2020 in response to the developing situation surrounding the COVID-19 pandemic; and

**WHEREAS**, this First Amendment to the Contract is necessary to revise the CONTRACTOR'S budget to allow modified crime prevention services to be provided by the CONTRACTOR in response to the COVID-19 pandemic; and

**WHEREAS**, the CONTRACTOR is continuing to provide modified, remote-based crime prevention services for at-risk youth and their families; and

**WHEREAS**, both parties have agreed to amend the CONTRACTOR'S budget to better meet the crime prevention service needs of at-risk youth and their families provided by the CONTRACTOR, while observing mandates to cease holding gatherings and implement of social distancing practices; and

**NOW, THEREFORE**, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below section, which is amended as follows:

a) Section 1. **CONTRACT DOCUMENTS** - Exhibit B referenced in Section 1 shall hereby be replaced with the following document, attached hereto:

i) Exhibit B, Partners for Early Learning Building Resilience Through Family Support Budget: Revision Request 7/15/2020.

**IN WITNESS WHEREOF**, the Parties to this Contract Amendment have executed this Amendment to take effect upon the last date signed.

Dated: 8-11-2020

Dated: 7/27/2020

**Benton County Board of Commissioners**

**Partners for Early Learning**



Chairman



Signature

President

Title

Phyllis Ferguson

Printed Name

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

Attest:

Carrie Messer  
Clerk of the Board

Approved as to Form:



Civil Deputy Prosecuting Attorney

<b><i>Building Resilience Through Family Support</i></b>		
<b>Partners for Early Learning</b>	2019-2020 Revised Budget	
Revision Request 7/15/2020		
Direct Expense		
	<b>Revised Budget</b>	
Personnel -- <i>costs of Family Support Coaches, coordinator and background checks</i>	<b>\$ 119,944.00</b>	
Material and Supplies- <i>books, toys, consumables, parenting materials, photocopying</i>	<b>\$ 12,527.00</b>	
Overhead -- <i>Liability Insurance</i>	\$ 1,343.00	
<b>TOTAL Program Costs</b>	<b>\$ 133,814.00</b>	
		\$ -

## BRTFS 2019-2020

### Budget Revision Request

Partners for Early Learning would like to submit a revised budget for Building Resilience Through Family Support that is funded in the amount of \$133,814.

Due to the flexibility that has been required to respond to our families during Covid 19, we need to organize the budget into a few more general categories. We have continued coaching the families involved for 12 months each year. We have found that many of the in-kind donations (printing by schools, books from MCRF, etc) are not available. Having in-person socialization meetings was not possible during Covid 19. We have also found that the need for materials and supplies has grown as families have all of their children at home. We have money in the budget that can take care of these areas and would like to utilize it to meet the needs of our families.

Our coordinator has been working many more hours, because the needs of families due to Covid 19. We have been highly successful with the families due to the team being able to be innovative and intentional in providing lessons and materials that meet needs.

In September we will begin more recruiting and may need to add another Coach and begin training and integrating this new person. To be ready for using the new funding we will have for 2020-21, we will add more families and a Coach using the 2019-20 funds right up to Dec. 31, 2020, so we are off and running at the beginning of the school year.

Because of Covid 19 and the interruption of our ability to fulfill contracts that pay our expenses PFEL is struggling to pay all the overhead. We would like to request that \$1343 be available to pay the liability insurance necessary to fulfill this contract.

Thank you for your kind consideration of our requests.

Phyllis Ferguson

Lead for BRTFS

Partners for Early Learning

# RESOLUTION 2020 564

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND COMMUNITIES IN SCHOOLS OF BENTON-FRANKLIN**

**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 July 14, 2020, County staff recommended funding the Communities in Schools of Benton-Franklin proposal, in the total contract amount not to exceed \$236,157.00 for 2021-2022; **NOW, THEREFORE**

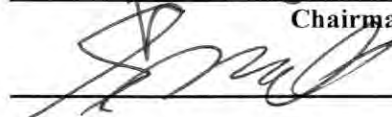
**BE IT RESOLVED**, the Board hereby concurs with the staff recommendation and approves the 2021-2022 In Schools & Beyond Program public safety services contract, in an amount not to exceed \$236,157.00, to be payable to Communities in Schools of Benton-Franklin as outlined in the service contract; and

**BE IT FURTHER RESOLVED**, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this 18<sup>th</sup> day of August, 2020.

  
\_\_\_\_\_  
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  
PUBLIC SAFETY 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 295 Bradley Boulevard, Suite 204, Richland, WA 99352-4486. (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A - Scope of Work;
- b. Exhibit B - 2021-2022 Program Budget; and
- c. Exhibit C - 2021-2022 CISBF Program Measurables.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

- a. The CONTRACTOR shall provide gang and crime prevention services to identify, address, and remove added barriers for at-risk youth and families while improving academic and non-academic outcomes to reduce crime and improve community safety. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Name: Lupe Mares, MSW  
 Address: 295 Bradley Boulevard, Suite 204  
 Richland, WA 99352-4486  
 Phone: 509-967-6077  
 Email: LupeM@cisbentonfranklin.org

- b. For COUNTY:

Name: Shyanne Palmus  
 Address: 7122 W. Okanogan Place, Building A  
 Kennewick, WA 99336  
 Phone: 509-222-3760  
 Email: Shyanne.Palmus@co.benton.wa.us

**5. COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "2021-2022 Program Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through December 31, 2022.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed two-hundred thirty-six thousand one-hundred fifty-seven dollars and zero cents (\$236,157.00), including W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked

for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

**this Section 7 shall survive termination and expiration of this Contract.**

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

**8. INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following 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 Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and 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 that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named 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 autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from

the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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 or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
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 Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

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

bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

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

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete

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

- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. 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. NON-DISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Finally, any and all services provided hereunder shall not be performed for religious purposes.

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

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**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 and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written

consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

**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 and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**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 their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically

excluded.

**24. NOTICES**

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

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

**27. PUBLIC RECORDS ACT**

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records

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

- **This section left blank intentionally** -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2021.

Dated: 8-18-2020

Dated: 08/05/2020

FOR: BENTON COUNTY

FOR: COMMUNITIES IN SCHOOLS OF BENTON-FRANKLIN

  
Chairman

  
Signature

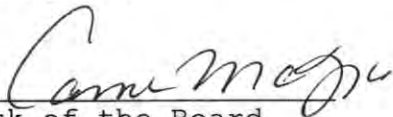
  
Member

Executive Director  
Title:

  
Member

Lupe Mares  
Print 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: Scope of Work**

**Lupe Mares, MSW**  
Executive Director

**Elizabeth Burtner**  
**Chair**  
STCU

**Jill Oldson**  
**Vice Chair**  
Community Member

**Martin Valadez**  
**Past Chair**  
Heritage University

**Buck Taft**  
**Treasurer**  
Port of Pasco

**Meaghan Brooks**  
**Secretary**  
HAPO

**Christine Brown**  
Community Member

**Erich Bolz**  
The Center for  
Educational  
Effectiveness

**Isaac Lewis**  
Afterimage

**Jay Flynn**  
Flynn Merriman  
Mckennon P.S.

**Jennie Stults**  
Amentum

**Maricela Sanchez,**  
**MD**  
Kadlec

**Romie Morales**  
Pacific Northwest  
National Laboratories

Our goal is to continue increasing community and school district collaboration to further identify, address and remove added barriers for children and families that had already lacked the resources to be successful before the COVID-19 pandemic. The pandemic has significantly amplified the fear, uncertainty, frustration, mental health concerns and lack of resources youth and families have faced on a daily basis. From food insecurity, homelessness, educational and systemic inequities, barriers to physical and mental health resources, domestic violence, trauma or child abuse, Communities In Schools of Benton-Franklin stands alongside youth and families to build resiliency while helping them overcome barriers and connecting them to community resources for added support. Students and families who need the most support may be at risk for increased engagement with criminal activity or at risk of being victimized. The preventative support, coordination of efforts and connection to community resources that Communities In Schools of Benton-Franklin provides will positively impact overall public safety.

In response to school building closures in the wake of the COVID-19 pandemic, we are providing district-wide support to families in need of essential services such as food, household items, rental/utility assistance, technology support to remain engaged in learning, social-emotional support to students, and all other critical community resource connections. It's all hands on deck, from the executive director purchasing and packing food, to board members delivering food, to various site coordinators connecting with youth and families. We are working closely with our districts and community partners to remove barriers to these vital supports while meeting the ever-growing needs of students and families.

Communities In Schools of Benton-Franklin will continue trying to reduce those barriers and dedicate our efforts to improving academic outcomes around behavior, attendance and grades, as well as, non-academic outcomes thanks to our evidence based model. As stated previously, we know that improved academic and non-academic outcomes reduce crime and improve community health and safety now and on a long-term timeline.

Communities In Schools of Benton-Franklin staff will provide case management services to K-12 youth and families in 6 Benton County schools whose lives have been further impacted by school building closures and stay-home orders. Supports to these youth and families will include but are not limited to: individual phone/text check-ins during school building closures, long distance learning support, home visits/essential item deliveries, mental health/wellness supports, advocacy, case consultation, etc. Often Communities In Schools of Benton-Franklin staff are the folks students and families reach out to for support in various areas and thanks to the intensive support efforts provided, we are often able to prevent crisis situations which would have gone to our local police departments to address at a more distressed level.

Other supports provided are connections to community resources, housing assistance to prevent homelessness, food assistance, hygiene care bags, community resource referrals, family engagement, school supplies, COVID-19 support and education, etc. As we know, when you see a break down in a family accessing one or many of these needed resources, that's when we see increased rates of crime, well-being and cycles of poverty and inequality. We don't just address the need and support in removing barriers, we follow up afterwards which is crucial in ensuring youth and families continue on a positive path thus improving overall public health and safety.

## Exhibit B: 2021-2022 Program Budget

Communities In Schools of Benton-Franklin  
In Schools and Beyond with Communities In Schools

DESCRIPTION	TOTAL 2021-2022 BUDGET	2021-2022 PSST FUNDING
Heroes Bonus (Hazard Pay)	\$ 14,000.00	\$ 272.00
6 Site Coordinators + 2 Program Admin Payroll Benefits	\$ 139,200.00	\$ 37,584.00
6 Site Coordinators + 2 Program Admin Payroll Salaries	\$ 678,448.00	\$ 183,181.00
6 Site Coordinators + 2 Program Admin Payroll Taxes	\$ 56,000.00	\$ 15,120.00
	<b>\$ 887,648.00</b>	<b>\$ 236,157.00</b>



## Exhibit C: 2021-2022 CISBF Program Measurables

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### Schoolwide Services (Tier 1 Supports)

- # of students accessed school/district wide supports:
  - Food assistance
  - Hygiene care bags
  - Community resource referrals
  - Family Engagement
  - School Supplies
  - COVID-19 Support

### Case Managed Students

- # of Case Managed students received:
  - # of Tier 3 supports
    - Individual phone/text check-ins during school building closures
    - Distance learning support
    - Home visits/essential item deliveries
    - Mental health/wellness supports
    - Advocacy
    - Case Consultation

### COVID-19 Change in Scope of Service

In response to school building closures in the wake of the COVID-19 pandemic, CISBF is now providing district-wide support to families in need of essential services such as food, household items, rental/utility assistance, technology support to remain engaged in learning, social-emotional support to student, and all other critical community resource connections. We are working closely with our districts and community partners to remove barriers to these vital supports while meeting the ever-growing needs of students and families.

### **SUCCESS STORIES:**

#### **X Middle School:**

Story

#### **X Elementary:**

Story

# RESOLUTION 2020 582

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY SALES 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 25 day of August, 2020

James Beaver - telephonically  
Chairman of the Board

[Signature]  
Member

[Signature]  
Member

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

Attest: [Signature]  
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 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	\$500,000	515.911	4101	Legal Services	\$128,000
				515.919	4103	Professional Services	\$247,000
				515.919	4163	Superior Court Indigent Defense	\$125,000
TOTAL			\$500,000	TOTAL			\$500,000

**Explanation:**

To appropriate funding for the Office of Public Defense services for 2020.

Prepared by:

Date:

Approved

Denied

Date: 8/25/2020

*James Beaver - telephonically*  
 \_\_\_\_\_  
 Chairman

*[Signature]*  
 \_\_\_\_\_  
 Member

*[Signature]*  
 \_\_\_\_\_  
 Member

# RESOLUTION 2020 583

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF SIGNING A PUBLIC SAFETY 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 July 14, 2020, County staff recommended funding the Benton-Franklin Health District Nurse Family Partnership Program, in the total contract amount not to exceed \$550,000.00 for 2021-2022; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Nurse Family Partnership Program public safety services contract, in an amount not to exceed \$550,000.00, to be payable to Benton-Franklin Health District as outlined in the service contract; and

**BE IT FURTHER RESOLVED**, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this 25 day of August, 2020.

James Beaves - telephonically  
Chairman of the Board

[Signature]  
Chairman Pro-Tem

[Signature]  
Member

Attest: [Signature]  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County, Washington

**BENTON COUNTY  
PUBLIC SAFETY 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 these Terms and Conditions and the following documents:

- a. Exhibit A - Scope of Work - 2021-2022;
- b. Exhibit B - 2021-2022 NFP Budget; and
- c. Exhibit C - Progress Report Measurements.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

- a. The CONTRACTOR shall provide maternal and early childhood health services, with a caseload of 50 families, in accordance with the Nurse-Family Partnership program model standards. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work - 2021-2022", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Name: Bonnie Hall  
 Address: 7102 W. Okanogan Place  
 Kennewick, WA 99336  
 Phone: 509-460-4553  
 Email: bonnieh@bfhd.wa.gov

- b. For COUNTY:

Name: Shyanne Palmus  
 Address: 7122 W. Okanogan Place, Building A  
 Kennewick, WA 99336  
 Phone: 509-222-3760  
 Email: Shyanne.Palmus@co.benton.wa.us

**5. COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "2021-2022 NFP Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through December 31, 2022.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed five-hundred

fifty thousand dollars and zero cents (\$550,000.00), including W.S.S.T.

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

**6. AMENDMENTS AND CHANGES IN WORK**

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

the COUNTY.

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

**7. HOLD HARMLESS AND INDEMNIFICATION**

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

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

## 8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following 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 Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and 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 that may arise from any

actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named 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 autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed

by the CONTRACTOR.

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 or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
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 Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

- a. Except as otherwise provided in this Contract, either party may terminate or suspend this Contract for convenience by providing at least thirty (30) days' advance written notice to the other party. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed however work performed by CONTRACTOR prior to notification of termination shall be paid in full by COUNTY.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by

reason of the CONTRACTOR'S breach.

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

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor,

employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. 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 the COUNTY without a fully executed Business Associate Agreement signed in accordance with Health Insurance Portability and Accountability Act (HIPAA) law.

**15. NON-DISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status. Finally, any and all services provided hereunder shall not be performed for religious purposes.

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

- a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY, excluding all individually identifiable Protected Health Information (PHI). Ownership includes the right to copyright, patent, and 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 Nurse Family Partnership (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 therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, 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 and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

**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**

- a. The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.
- b. 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 and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**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 their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**

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

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

**27. PUBLIC RECORDS ACT**

The 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.

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2021.

Dated: 8/25/2020

Dated: 8/11/20

FOR: BENTON COUNTY

FOR: BENTON-FRANKLIN HEALTH DISTRICT

James Beaver telephonically  
Chairman

Jason Zaccaria  
Signature

[Signature]  
Member

District Administrator  
Title:

[Signature]  
Member

Jason Zaccaria  
Print Name

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

Attest: [Signature]  
Clerk of the Board

Approved as to Form

[Signature]  
Civil Deputy Prosecuting Attorney

## Benton-Franklin Health District

### Nurse-Family Partnership Program – Benton County

#### Exhibit A: Scope of Work – 2021 – 2022

- BFHD will adhere to the Nurse-Family Partnership program model standards for the duration of this agreement.
  - Nurse-Family Partnership® is an evidence-based program with over 40 years of evidence showing significant improvements in the health and lives of first-time moms and their children living in poverty.
  
- BFHD will deliver home visiting services to priority populations within Benton County Washington.
  - Priority populations would include eligible participants with two or more of the following characteristics:
    - (1) Demographic Characteristics:
      - (a) American Indian/Alaskan Native Non-Hispanic
      - (b) Poverty/Low income
      - (c) Teen Parents
      - (d) Enrolled in WorkFirst/TANF
    - (2) Adverse Experiences:
      - (a) Prior Child Welfare System Involvement
      - (b) Domestic Violence
      - (c) Family History or current experience with Substance Use
      - (d) Parent Mental Illness
      - (e) Current and Previously incarcerated Parents
      - (f) Homeless/Unstable Housing
    - (3) Other Characteristics:
      - (a) Parents with Low Educational Achievement
      - (b) Parents with Disabilities
      - (c) Families currently or formally in the Military
      - (d) Children with Disabilities
  
- BFHD will prioritize enrollment for prenatal families, and families with infants and toddlers, up to 24 months.
  
- BFHD shall aim to maintain a caseload of 50 families which is the maximum allowed under the Nurse-Family Partnership model.
  
- BFHD nurses will conduct home visits during the woman's pregnancy and continue until the child reaches 24 months of age. There will be approximately 64 planned home visits with the family over 2 ½ years.

## Nurse Family Partnership Program - Benton County Biennial Budget

	2021 Budget	2022 Budget	Total Budget
<b>562.2203.11010 Salaries &amp; Wages</b>			
Public Health Nurse, 1.00 FTE	61,701	66,020	127,721
Public Health Nurse, 1.00 FTE	55,960	59,877	115,837
Social Worker II, 0.25 FTE	20,850	21,371	42,221
Public Health Nurse III (Supervisor), 0.20 FTE	23,059	23,635	46,694
Clerk, 0.75 FTE	25,209	26,974	52,183
<b>Total Salaries &amp; Wages</b>	<b>186,779</b>	<b>197,877</b>	<b>384,656</b>
 <b>562.2203.21000 Payroll Taxes &amp; Benefits</b>			
Industrial Insurance	871	933	1,804
FICA	11,518	12,316	23,834
FICA/Medicare	2,694	2,881	5,575
Retirement	24,020	25,687	49,707
Paid Family Medical Leave	276	296	572
VEBA	1,868	1,997	3,865
Medical Insurance	32,576	32,576	65,152
<b>Total Payroll Taxes &amp; Benefits</b>	<b>73,823</b>	<b>76,686</b>	<b>150,509</b>
 <b>562.2203.31000 Supplies &amp; Equipment</b>			
Office Supplies	500	500	1,000
Program Supplies	2,900	2,935	5,835
Operating Equipment	0	0	0
<b>Total Supplies &amp; Equipment</b>	<b>3,400</b>	<b>3,435</b>	<b>6,835</b>
 <b>562.2203.43010 Travel &amp; Mileage</b>			
Mileage	4,000	4,000	8,000
Travel	0	0	0
<b>Total Travel &amp; Mileage</b>	<b>4,000</b>	<b>4,000</b>	<b>8,000</b>
 <b>562.2203.45000 Occupancy Costs</b>			
Building Rent	0	0	0
Building M&O	0	0	0
Communications	0	0	0
<b>Total Occupancy Costs</b>	<b>0</b>	<b>0</b>	<b>0</b>
 <b>562.2203.49000 Training</b>			
Conference Registraton	0	0	0
Initial D.A.N.C.E Training (Dyadic Assessment)	0	0	0
D.A.N.C.E re-reliability fee (Dyadic Assessment)	0	0	0
<b>Total Training</b>	<b>0</b>	<b>0</b>	<b>0</b>
 <b>Total Direct Costs</b>	<b>268,002</b>	<b>281,998</b>	<b>550,000</b>
 <b>Indirect Costs</b>	<b>0</b>	<b>0</b>	<b>0</b>
 <b>Total Program Costs</b>	<b><u>268,002</u></b>	<b><u>281,998</u></b>	<b><u>550,000</u></b>

Benton-Franklin Health District  
Nurse-Family Partnership Program – Benton County Exhibit  
Exhibit C: Progress Report Measurements – 2021 – 2022

Monthly Reporting Measures:

**1. Number of Families in Active Enrollment:**

- Number of families that have had a contact including a telephone call, letter or in person visit within the last 90 days.

**2. Home Visits Completed During the Reporting Period:**

- Number of home visits with families during the reporting period.

**3. Number of New Families enrolled in Reporting Period:**

- Number of first time moms enrolled during the reporting period.

**4. Number of Non-Completion Exits:**

- Number of families who stop meeting with home visiting nurse, either by the client request or because the nurse has been unable to contact client for more than 3 months.

**5. Number of Program Graduates:**

- Number of families that have completed the program.


# RESOLUTION 2020 623

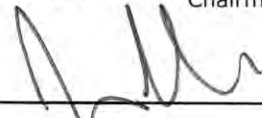
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY SALES TAX FUND NUMBER 0148101, 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 15 day of Sept, 2020

  
Chairman of the Board

  
Member

  
Member

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

Attest:   
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.120	6401	Capital Outlay	\$1,500,000	594.210	6401	Capital Outlay	\$1,500,000
TOTAL			\$1,500,000	TOTAL			\$1,500,000

**Explanation:**

To appropriate funding for the Benton County Emergency Services (BCES) communication upgrade (radio tower). The Auditor's Office revised the expenditure line item


Prepared by:

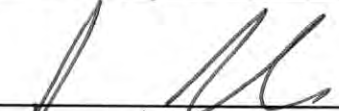
Date:


Approved

Denied

Date: 9-15-2020

  
 \_\_\_\_\_ Chairman

  
 \_\_\_\_\_ Member

  
 \_\_\_\_\_ Member


# RESOLUTION 2020 624

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 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 15 day of Sept., 2020

  
Chairman of the Board

  
Member

  
Member

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

Attest:   
Clerk of the Board

cc: Dept., Auditor

Cindi Kane

### 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
523.620	4103	Professional Services	\$6,000	594.230	6401	Capital Outlay	\$6,000
TOTAL			\$6,000	TOTAL			\$6,000

**Explanation:**

Line item transfer to purchases the necessary polygraph equipment used as part of the background investigation process. The equipment may also be used as part of investigations when appropriate.

Prepared by:

Date:

Approved

Denied

Date: 9-15-2020

  
 \_\_\_\_\_  
 Chairman

  
 \_\_\_\_\_  
 Member

  
 \_\_\_\_\_  
 Member

# RESOLUTION 2020 747

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.

Dated this 20 day of Oct., 2020

  
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

Prepared by: T. Deaton

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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	1542	Receptionist/Secretary	\$ 400	512.213	2119	Paid Family Leave Act	\$ 400
512.213	4102	Contract Services	\$ 2,856	512.213	3101	Supplies	\$ 2,856
512.213	4905	Training	\$ 70	512.213	4901	Association Dues	\$ 70
TOTAL			\$ 3,326	TOTAL			\$ 3,326




Explanation: 2019-2020 Budget. Transfer of funds to accurately cover the costs incurred consistent with the Auditor's coding.

Prepared by: Tiffany Deaton, Superior Court Administrator

Date:

Approved  Denied

Date: 10-20-2020

 Chairman  
 Member  
 Member

# RESOLUTION 2020 748

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:


IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTION WITHIN  
PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 138  
TO CURRENT EXPENSE NUMBER 0000101, DEPARTMENT 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 20 day of Oct, 2020

  
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

Prepared by: T. Deaton

**BENTON COUNTY  
EXPENDITURE CODING CORRECTIONS**

EXHIBIT "A"

**FUND NUMBER:** 0148101 to 0000101  
**DEPARTMENT NUMBER:** 138  
**FUND NAME:** Public Safety Tax Fund - Adult Drug Court to Current Expense - Adult Drug Court

TRANSFER FROM:				TRANSFER TO:			
BASE SUB	LINE ITEM	LINE ITEM	AMOUNT	BASE SUB	LINE ITEM	LINE ITEM	AMOUNT
6 digit	4digit	Name		6 digit	4digit	Name	
512.213	1536	Drug Court Coordinator	3,663.69	512.215	1536	Drug Court Coordinator	3,663.69
512.213	1496	Drug Court Case Manager	9,000.00	512.215	1496	Drug Court Case Manager	9,000.00
512.213	1542	Receptionist / Secretary	3,000.00	512.215	1542	Receptionist / Secretary	3,000.00
512.213	2102	Social Security (FICA)	1,300.00	512.215	2102	Social Security (FICA)	1,300.00
512.213	2103	Medical Insurance	4,000.00	512.215	2103	Medical Insurance	4,000.00
512.213	3501	Small Equipment	37.90	512.215	3501	Small Equipment	37.90
512.213	4102	Contract Services	2,500.00	512.215	4102	Contract Services	2,500.00
512.213	4103	Professional Services	2,275.00	512.215	4103	Professional Services	2,275.00
<b>TOTAL</b>			<b>\$ 25,776.59</b>	<b>TOTAL</b>			<b>\$ 25,776.59</b>

**Explanation:** 2019-2020 Budget: In 2019 the Benton and Franklin Counties percentage rates for the Adult Drug Court Program were established to represent Benton County's responsibility @ 82% and Franklin County's responsibility @ 18%. In 2020, the percentage rates changed to represent Benton County's responsibility @ 71.43% and Franklin County's responsibility @ 28.57%. The requested Coding Corrections are necessary to adequately distributes the funds between Adult Drug Court Public Safety Tax Fund and Current Expense Fund to cover the anticipated expenditures for August - December 2020.

Prepared by: Tiffany Deaton, Superior Court Administrator

Date: 10/6/20

Approved

Denied

Date: 10/20/2020

\_\_\_\_\_  
*James P. Beamer*  
 Chairman

\_\_\_\_\_  
*[Signature]*  
 Member

\_\_\_\_\_  
*[Signature]*  
 Member

# RESOLUTION 2020 781


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 122

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 27 day of Oct, 2020

  
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: Ivey

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Metro Drug Task

Dept Nbr: 115 to Department Number 122

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 122

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	\$22,582	515.300	1338	Assistant Chief Deputy	\$17,403
				515.300	2102	Social Security	\$1,313
				515.300	2103	Medical Insurance	\$798
				515.300	2104	Retirement	\$2,666
				515.300	2119	Paid Family Leave Act	\$402
<b>TOTAL</b>			<b>\$22,582</b>	<b>TOTAL</b>			<b>\$22,582</b>

**Explanation:**

To appropriate funding for wages & benefits

Prepared by: Linda Ivey

Date: 15-Oct-2020

Approved

Denied

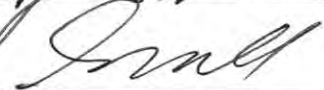
Date: 10-27-2020



Chairman



Member



Member

# RESOLUTION 2020 782

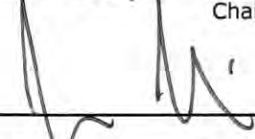
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148.101, DEPARTMENT NUMBER 106

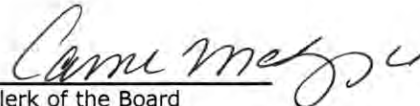
BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto; and

Dated this 27 day of Oct, 2020

  
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: Josie Delvin

### 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	3101	Supplies	\$3,000	512.300	3508	Computer Replacement	\$3,000
<b>TOTAL</b>			<b>\$3,000</b>	<b>TOTAL</b>			<b>\$3,000</b>

**Explanation:**  
 We are purchasing a queuing system and need to transfer the funds to cover the cost.


Prepared by:

Date:

Approved  Denied

Date: 10-27-2020

  
 \_\_\_\_\_  
 Chairman

  
 \_\_\_\_\_  
 Member

  
 \_\_\_\_\_  
 Member


# RESOLUTION 2020 804

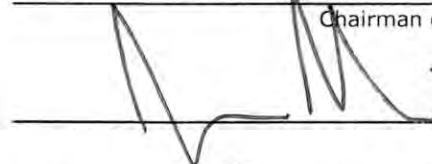
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

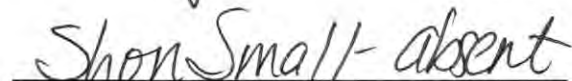
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, DEPARTMENT NUMBER  
112

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

Dated this 3 day of Nov., 2020

  
Chairman of the Board

  
Member

  
Member

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

Attest:   
Clerk of the Board

cc: B. Chilton; Auditor; File

RSelga

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.420	1922	Judge Pro-Tem	\$22,000	512.420	2103	Medical Insurance	\$22,000
<b>TOTAL</b>			<b>\$22,000</b>	<b>TOTAL</b>			<b>\$22,000</b>

Explanation:

Transfer funds to cover shortage in medical insurance.

Prepared by:

Date:

Approved

Denied

Date: 11-3-2020

*James P. Beamer* Chairman

*[Signature]* Member

Shon Small-absent Member

# RESOLUTION 2020 835


BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

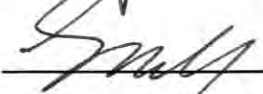
IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTION WITHIN  
CURRENT EXPENSE NUMBER 0000101, DEPARTMENT 138 TO PUBLIC  
SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 138.

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

Dated this 10 day of Nov, 2020

  
Chairman of the Board

  
Member

  
Member

Attest:   
Clerk of the Board

cc: Commissioners; Auditor; File, Superior Court

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

Prepared by: T. Deaton

**BENTON COUNTY  
EXPENDITURE CODING CORRECTIONS**

EXHIBIT "A"

FUND NUMBER: 0000101 to 0148101  
DEPARTMENT NUMBER: 138  
FUND NAME: Current Expense - Adult Drug Court to Public Safety Tax Fund - Adult Drug Court

TRANSFER FROM: 0000101.138				TRANSFER TO: 0148101.138			
BASE SUB	LINE ITEM	LINE ITEM	AMOUNT	BASE SUB	LINE ITEM	LINE ITEM	AMOUNT
6 digit	4digit	Name		6 digit	4digit	Name	
512.215	1536	Drug Court Coordinator	3,622.00	512.213	1536	Drug Court Coordinator	3,622.00
512.215	1496	Drug Court Case Manager	9,000.00	512.213	1496	Drug Court Case Manager	9,000.00
512.215	1542	Receptionist / Secretary	3,000.00	512.213	1542	Receptionist / Secretary	3,000.00
512.215	2102	Social Security (FICA)	1,300.00	512.213	2102	Social Security (FICA)	1,300.00
512.215	2103	Medical Insurance	4,000.00	512.213	2103	Medical Insurance	4,000.00
512.215	3501	Small Equipment	37.90	512.213	3501	Small Equipment	37.90
512.215	4102	Contract Services	2,500.00	512.213	4102	Contract Services	2,500.00
512.215	4103	Professional Services	2,275.00	512.213	4103	Professional Services	2,275.00
		<b>TOTAL</b>	<b>\$ 25,734.90</b>			<b>TOTAL</b>	<b>\$ 25,734.90</b>

**Explanation:** 2019-2020 Budget: An Expenditure Coding Correction was presented to the Board of County Commissioners on October 20, 2020, requesting Coding Corrections between Adult Drug Court Public Safety Tax Fund and Current Expense Fund (Resolution 2020-748). These Coding Corrections were not necessary. Therefore, an Expenditure Coding Correction is being presented to reverse the Coding Corrections outlined in Resolution 2020-748.

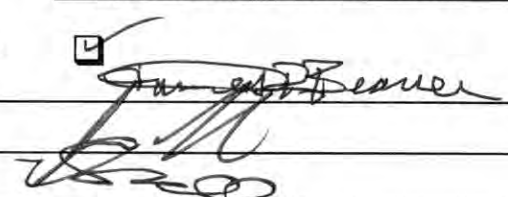
Prepared by: Tiffany Deaton, Superior Court Administrator

Date: 10/29/20

Approved

Denied

Date: 11-10-2020



Chairman

Member

Member


# RESOLUTION 2020 864

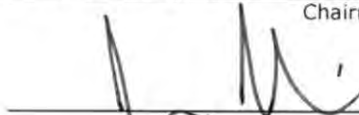
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:


IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 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 17 day of Nov, 2020

  
Chairman of the Board

  
Member

  
Member

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

Attest:   
Clerk of the Board

cc: Dept., Auditor

Cindi Kane

### 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
523.620	4103	Professional Services	\$1,000	594.230	6401	Capital Outlay	\$1,000
TOTAL			\$1,000	TOTAL			\$1,000

Explanation:

Line item transfer to purchases the necessary polygraph equipment used as part of the background investigation process. WSST was not included.


Prepared by:

Date:

Approved

Denied

Date: 11-17-2020

  
 \_\_\_\_\_  
 Chairman

  
 \_\_\_\_\_  
 Member

  
 \_\_\_\_\_  
 Member

# RESOLUTION 2020 865

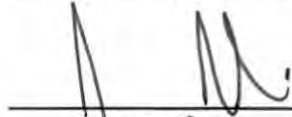
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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 17 day of Nov, 2020

  
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:  
Ginny Baddley

**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	1905	Temp Help	\$5,061	515.300	1198	Deputy Prosecuting Attorney	\$5,061
515.300	3101	Supplies	\$1,900	515.300	1365	Deputy Prosecuting Attorney	\$2,000
515.300	3501	Minor Equip and small tools	\$2,300	515.701	1683	Victim Witness Coordinator	\$3,500
515.300	4905	Training	\$1,300				
TOTAL			\$10,561	TOTAL			\$10,561


Explanation:  
 Line item transfer is needed to cover salary shortfall.

Prepared by:

Date:

Approved  Denied

Date: 11-17-2020

  
 \_\_\_\_\_  
 Chairman

  
 \_\_\_\_\_  
 Member

  
 \_\_\_\_\_  
 Member


# RESOLUTION 2020 866


BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

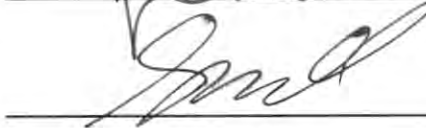
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, DEPARTMENT NUMBER 115

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 17 day of Nov, 2020

  
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: Ivey

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 115

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	\$400,000	594.210	6401	Capital Outlay	\$ 400,000
<b>TOTAL</b>			<b>\$400,000</b>	<b>TOTAL</b>			<b>\$400,000</b>

Explanation:

Explanation: 2019-2020 Budget. To appropriate funding for the Sheriff Swat Armored Vehicle purchase, Resolution 2019-705.

Prepared by:

Date:

Approved  Denied

Date: 11-17-2020

*James Deasner*  
Chairman

*[Signature]*  
Member

*[Signature]*  
Member

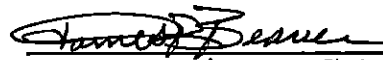
# RESOLUTION 2020 889

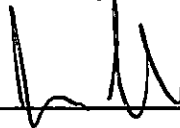
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:


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 24 day of Nov, 2020

  
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: S. Berry

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Juvenile-Operations

Dept Nbr: 171

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
527.100	4103	Professional Services	\$3,205	527.100	1710	Counselor II	\$3,205
TOTAL			\$3,205	TOTAL			\$3,205

Explanation:

This transfer is necessary to cover the 2019 and 2020 COLA that was approved in the guild contract BC Resolution 2019-117 that was not in the baseline 2019-2020 budget.

Prepared by: Shela Berry

Date: 12-Nov-2020

Approved

Denied

*James P. Beaver*

Chairman

*[Signature]*

Member

*[Signature]*

Member

Date: 11-24-2020

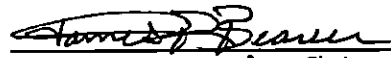
# RESOLUTION 2020 890


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 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 24 day of Nov, 2020

  
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: S. Berry

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Adult & Juvenile Drug Court

Dept Nbr: 138

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
512.232	3101	Supplies	\$3,000	512.232	1664	Counselor III	\$3,000
<b>TOTAL</b>			<b>\$3,000</b>	<b>TOTAL</b>			<b>\$3,000</b>


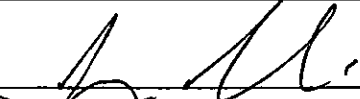
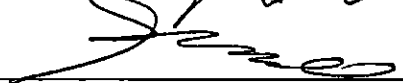
**Explanation:**  
 This transfer is necessary to cover the 2019 and 2020 COLA that was approved in the guild contract BC Resolution 2019-117 that was not in the baseline 2019-2020 budget.

Prepared by: Shela Berry

Date: 12-Nov-2020

Approved  Denied

Date: 11-24-2020

  
 \_\_\_\_\_ Chairman  
  
 \_\_\_\_\_ Member  
  
 \_\_\_\_\_ Member


# RESOLUTION 2020 891


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 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 24 day of Nov, 2020

  
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: Ivey

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Superior Court

Dept Nbr: 115 to Department Number 123

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Dept 115

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
518.303	4102	Contract Services	\$12,000	512.210	1473	Superior Court Judge	\$ 12,000
<b>TOTAL</b>			<b>\$12,000</b>	<b>TOTAL</b>			<b>\$12,000</b>

**Explanation:**

To appropriate funding for wages & benefits

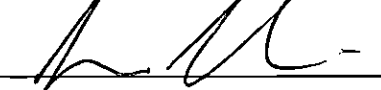
Prepared by: Linda Ivey

Date: 17-Nov-2020

Approved  Denied

Date: 11-24-2020

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

# RESOLUTION 2020 973

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, 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 15 day of Dec, 2020

  
Chairman of the Board

**JEROME DELVIN - ABSENT**

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: 121

TRANSFER TO: 121

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.231	3201	Vehicle Fuel	\$12,000	521.231	4724	BI-PIN	\$5,000
521.215	4301	Travel	20,000	521.231	4728	SECOMM	\$6,000
				521.231	4733	800 MHZ System Upgrade	\$1,000
				521.215	2103	Medical Insurance	\$5,000
				521.215	1377	Detective	\$15,000
<b>TOTAL</b>			<b>\$32,000</b>	<b>TOTAL</b>			<b>\$32,000</b>

**Explanation:**

To reappropriate funding to cover overages in BI-PIN, SECOMM and system upgrade lines. The budget is merely a projected cost at the beginning of the biennium. To reappropriate funding in ICAC for Benefits & Salaries. COLA's for 2019/2020 were not included in the 2019/2020 budget for the Sheriff's Office and moving funds from salaries due to a CBA change in distributing \$100 from salaries of deputies to medical insurance/VEBA per month.

Prepared by:

Date:

Approved

Denied

Date: 12-15-2020



Chairman

JEROME DELVIN - ABSENT

Member



Member

# RESOLUTION 2020 974

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTION WITHIN CURRENT EXPENSE NUMBER 0000101, DEPARTMENT 136 TO PUBLIC SAFETY TAX 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 15 day of Dec, 2020

  
Chairman of the Board

**JEROME DELVIN - ABSENT**

Member

  
Member

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

Attest:   
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: E Hsu

