

2021 PUBLIC SAFETY SALES TAX

BOARD OF COMMISSIONERS' ACTIONS

Date	Res. #	Title
January 12, 2021	2021-036	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 123 (Superior Court) to Department 138 (Adult Drug Court)
January 26, 2021	2021-101	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 121 (Sheriff Patrol)
	2021-102	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 106 (Clerk)
	2021-103	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 123 (Superior Court)
February 23, 2021	2021-179	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 115 (Non-Departmental)
	2021-180	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 117 (Prosecuting Attorney)
	2021-181	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 136 (Office of Public Defense)
March 9, 2021	2021-224	Purchase of Five (5) Trijicon IR-Patrol Thermal Monoculars and One (1) Trijicon Snipe-IR Thermal Clip-On to Talos Tactical, LLC for the Benton County Sheriff's Office
	2021-227	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 106 (Clerk)
May 4, 2021	2021-359	(Prosecuting Attorney's Office) Personal Services Agreement w/ CBVC (dba Columbia Basin Veterans Center) for the Veterans Forum Program
May 18, 2021	2021-398	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 115 (Non-Departmental) to Department 121 (Sheriff Patrol)
	2021-399	Terminating the Public Safety Services Agreement (Resolution 2020-549) between Benton County, Washington and Tri-Cities Chaplaincy (DBA Chaplaincy Health Care)
August 3, 2021	2021-586	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 115 (Non-Departmental)
	2021-590	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 136 (Office of Public Defense)
August 17, 2021	2021-627	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 106 (Clerk)

August 24, 2021	2021-643	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 121 (Sheriff Patrol)
	2021-644	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 121 (Sheriff Patrol)
October 19, 2021	2021-760	Coding Correction of Funds from Public Safety Tax Fund Number 0148101, Department 112 (Therapeutic Courts) to Current Expense Fund Number 0000101, Department 138 (Adult & Juvenile Drug Court)
November 2, 2021	2021-787	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 136 (Office of Public Defense)
	2021-790	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 121 (Sheriff Patrol)
	2021-792	Transfer of Funds within Public Safety Tax Fund Number 0148101, Department 115 (Non-Departmental) to Department 117 (Prosecuting Attorney)
December 14, 2021	2021-881	Coding Correction of Funds from Current Expense Fund Number 0000101, Department 121 (Sheriff Patrol) to Public Safety Tax Fund Number 0148101, Department 121 (Sheriff Patrol)
	2021-895	Coding Correction of Funds from Current Expense Fund Number 0000101, Department 121 (Sheriff Patrol) to Public Safety Tax Fund Number 0148101, Department 122 (Metro Drug Task Force)

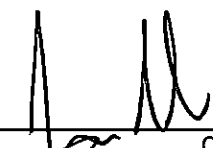
RESOLUTION 2021 036

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 123 TO 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; and

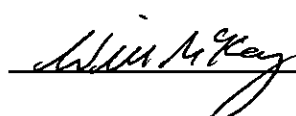
Dated this 12 day of Jan, 2021



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: Superior Court to Adult Drug Court

Dept Nbr: 123 to Department Number 138

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Dept 123

TRANSFER TO: Dept 138

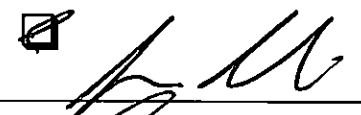
BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.210	1681	Bailiff	\$19,700	512.213	1542	Adult Drug Court Case Manager	\$19,700
512.210	2102	Social Security (FICA)	\$1,510	512.213	2102	Social Security (FICA)	\$1,510
512.210	2104	Retirement	\$2,540	512.213	2104	Retirement	\$2,540
512.210	2119	Paid Family Leave	\$30	512.213	2119	Paid Family Leave	\$30
TOTAL			\$23,780	TOTAL			\$23,780

Explanation:

To appropriate funding for an Adult Drug Court Case Manager position for the 2021-2022 budget (Benton County's percentage of position increase). Position 1542 changes from Adult Drug Court Secretary to Adult Drug Court Case Manager, Grade 12, Bi County Non Barg, effective January 1, 2021.

Prepared by: Linda Ivey

Date: 23-Dec-2020

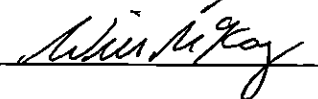
Approved  Denied

Chairman

Date: 1-12-2021



Member



Member

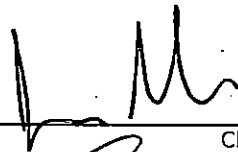
RESOLUTION 2021 101

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this 24 day of Jan. 2021



Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

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

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: 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
521.210	3201	Vehicle Fuel	\$29,400	521.210	1935	Holiday	\$8,000
				521.210	2103	Medical Insurance	\$9,200
				521.210	2105	Uniforms	\$9,200
				521.210	2119	Paid Family Medical Leave	\$3,000
TOTAL			\$29,400	TOTAL			\$29,400

Explanation:

To reappropriate funding in PST Investigations 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.

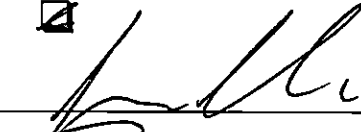
Prepared by:

Date:


Approved

Denied

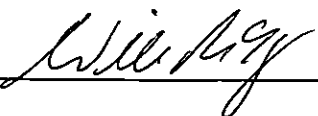
Date: 1-26-2021



Chairman



Member



Member

RESOLUTION 2021 102

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

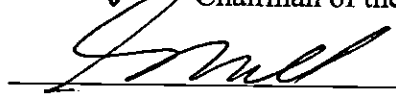
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX, FUND NUMBER 0148101 DEPARTMENT 106

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be
transferred as outlined in Exhibit "A" attached hereto for the 2019-2020 budget.

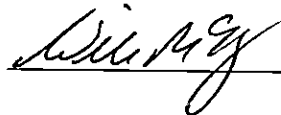
Dated this 24 day of Jan, 2021



Chairman of the Board



Member



Member

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

Attest: 

Clerk of the Board

cc: Clerk, Auditor, file

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Clerk

Dept Nbr: 106

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Dept 106

TRANSFER TO: Dept 106

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.329	9305	New computer Hardware & Software	\$350	512.300	9305	New Computer Hardware & Software	\$350
512.300	3101	Supplies	\$22,000	512.300	3501	Minor Equipment and small Tools	\$22,000
TOTAL			\$22,350	TOTAL			\$22,350

Explanation:

We need to transfer funds to cover the the cost of additional licenses for OnBase and for chairs. This is for the 2019-2020 buget cycle.

Prepared by: Josie Delvin

Date: 13-Jan-2021

Approved Denied

Date: 1-26-2021

[Signature] Chairman

[Signature] Member

[Signature] Member

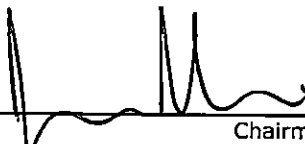
RESOLUTION 2021 103

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

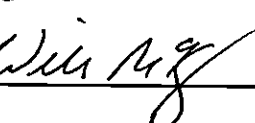
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, DEPARTMENT NUMBER
123.

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

Dated this 26 day of Jan, 2021


Chairman of the Board


Member


Member

Attest: 
Clerk of the Board

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

cc: Commissioners; Auditor; File, Superior Court

Prepared by: T. Deaton

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Superior Court - Judicial

Dept Nbr: 123

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
512.210	4202	Telephone	\$ 125	512.210	2119	Paid Family Leave Act	\$ 125
TOTAL			\$ 125	TOTAL			\$ 125

Explanation: 2019-2020 Budget. Transfer of funds to more adequately cover the costs of benefit increases for the 2019-2020 Budget.


Prepared by: Tiffany Deaton, Superior Court Administrator

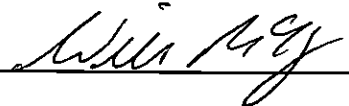
Date: 07-Jan-2021

Approved Denied

Date: 1-26-2021


Chairman


Member


Member

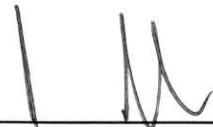
RESOLUTION 2021 179

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 23 day of Feb, 2021



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
518.303	4102	Contract Services	\$80,000	594.210	6401	Capital Outlay	\$80,000
TOTAL			\$80,000	TOTAL			\$80,000

Explanation:

To appropriate funding for Capital Outlay. Vehicles were purchased in 2020 and the associated upfit expenditure rolled into the 2021 budget cycle.

Prepared by:

Date:

Approved

Denied

Date: 2-23-2021



 Chairman



 Member



 Member


RESOLUTION 2021 180

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 23 day of Feb., 2021



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	3501	Minor Equipment and Small Tool	4,500	515.300	3508	Computer Replacement	4,500
TOTAL			4,500	TOTAL			4,500

Explanation:
Line item transfer is needed to cover the cost of a new computer setup for the Legal Secretary V position, line 1414.

Prepared by:

Date:

Approved Denied

Date: 2-23-2021



Chairman



Member



Member

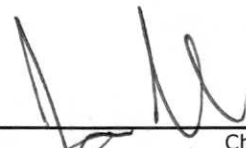
RESOLUTION 2021 181

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 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 23 day of Feb, 2021



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: L. Wingfield

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
515.910	1656	Executive Assistant	\$82,320	515.910	1656	Office Support	\$82,320
515.910	1716	Executive Assistant	\$77,647	515.910	1716	Office Support	\$77,647
TOTAL			\$159,967	TOTAL			\$159,967

Explanation:

2021-2022 Budget. As part of the title and job description clean up project, it was discovered that these positions were mistitled. The positions will remain non-bargaining grade 6 and only the title will change to reflect the correct title as Office Support, established via Resolution 2013-494.

Prepared by:

Date:

Approved

Denied

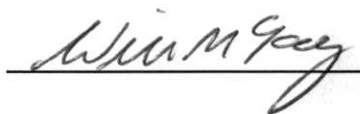
Date: 2/23/2021



Chairman



Member



Member

RESOLUTION 2021 224

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE OF FIVE (5) TRIJICON IR-PATROL THERMAL MONOCULARS AND ONE (1) TRIJICON SNIPE-IR THERMAL CLIP-ON TO TALOS TACTICAL, LLC FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office (BCSO) works in rural and suburban areas during nighttime conditions when looking for both fleeing subjects and missing and/or endangered persons and often times the use of traditional lighting such as flashlights and spotlights is insufficient or ineffective in these conditions; and

WHEREAS, the use of thermal imaging equipment is widely used in law enforcement both for public safety and the safety of law enforcement officers. Thermal imaging cameras detect heat, enabling law enforcement professionals to see in complete darkness and requires no ambient light and retains clarity in any lighting condition, as well as, can help investigators at a crime scene look for and locate evidence of a crime; and

WHEREAS, per Resolution 2020-991, the County-wide Procurement, Leasing, and Contracting Policy allows for purchases between \$10,000 and \$50,000 to be solicited from the MRSC vendor's list; and

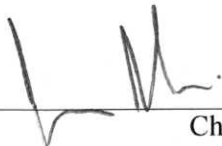
WHEREAS, the Benton County Sheriff's Office solicited a total of 27 vendors who are listed under main-category – General Goods and sub-category – Police Supplies for the purchase of five (5) Trijicon IR-Patrol Thermal Monoculars and one (1) Trijicon Snipe-IR Thermal Clip-on with Rail Mount with the following results:

- Talos Tactical, LLC, West Richland, WA - \$49,988.51 including WSST
- Reliable Investments, LLC, Seattle, WA - \$52,149.72 including WSST & Shipping
- The Bunker Public Safety, Richland, WA - \$59,728.86 including WSST (as corrected)

WHEREAS, the BCSO reviewed the proposals and recommends awarding the purchase of said equipment to Talos Tactical, LLC, in the amount of \$49,988.51 including WSST as the lowest responsible bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington concurs with the recommendation and hereby awards the purchase of five (5) Trijicon IR-Patrol Thermal Monoculars and one (1) Trijicon Snipe-IR Thermal Clip-on with Rail Mount to Talos Tactical, LLC, West Richland, WA as the lowest responsible bidder for an amount not to exceed \$49,988.51 including WSST.

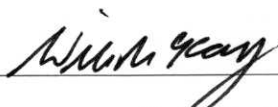
Dated this 9th day of March, 2021.



 Chairman of the Board



 Chairman Pro-Tem



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

Attest.....
 Clerk of the Board

Orig: BCSO
 cc: Auditor, Purchase file, Talos Tactical

Talos Tactical, LLC

Invoice

4096 W Van Giesen, Suite C
West Richland, WA 99353

(509) 967-7200

SOLD TO:
Benton County
Todd Carlson

SHIPPED TO:
Same

QUOTE NUMBER	
QUOTE DATE	February 26, 2021
OUR ORDER NO.	
YOUR ORDER NO.	
TERMS	Net 30
SALES REP	Matt Cieslar
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	COLL

Sales Tax Rate:

8.60%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
5	Trijicon IR Patrol 250 XR	7,499.99	\$37,499.95
1	Trijicon Snipe IR	8,529.99	8,529.99
Prices reflect a 3% cash/check discount			
		SUBTOTAL	46,029.94
		TAX	3,958.57
		FREIGHT	
			\$49,988.51

DIRECT ALL INQUIRIES TO:
Matt Cieslar
(509) 967-7200
email: Matt@TalosTactical.com

MAKE ALL CHECKS PAYABLE TO:
Talos Tactical

PAY THIS AMOUNT	\$49,988.51
-----------------	-------------

THANK YOU FOR YOUR BUSINESS!



RELIABLE INVESTMENTS LLC

QUOTE

801 2nd Avenue, Suite 800, Seattle, WA 98104
t. 18009184380 f. 8668111612

www.reliableinvestmentsllc.com

Number AAAQ1455

Date Feb 23, 2021

Sold/Bill To

Benton County Sheriff's Office
Todd Carlson
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336
US

Ship To

Benton County Sheriff's Office
Todd Carlson
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336
US

Your Sales Rep



Anthony Obiako

18009184380 ext 1

anthony@reliableinvestmentsllc.com

Phone 509-735-6555

Fax

Phone 509-735-6555

Fax

Terms	P.O. Number	Ship Via
Due Upon Receipt		Best Way

Line	Qty	Description	Unit Price	Ext. Price
1	5	Trijicon IR-PATROL IRMO-250XR 60mm Thermal Monocular (SKU: IRMO-250XR) 4.5x Base Magnification/36x Digital Zoom, No Mount.	\$7,776.00	\$38,880.00
2	1	Trijicon SNIPE-IR 35mm Thermal Clip-on (SKU: IRCO-35) with Picatinny Rail Mount.	\$8,640.00	\$8,640.00
3	1	Lead time- 60 days	\$0.00	\$0.00
4	1	Quote valid until 3/23/2021	\$0.00	\$0.00

SubTotal	\$47,520.00
Tax	\$4,129.72
Shipping	\$500.00
Total	\$52,149.72

Payment Options

3.5% Fee will apply to all payments if made by credit card (Visa or MC accepted)

Classification: Small Business

Federal ID: 27-3968087

DUNS#: 969262505

Cage Code: 5KP50

This is a quote, not an invoice. Prices quoted are valid for 30 days from the day of the quote unless otherwise indicated. Tax is an estimate and is subject to changes in shipping address and applicable tax rates. Shipping and Handling charges will be applied if necessary at the time of the order. Quoted items are subject to availability and are not guaranteed to be in stock. Returned parts may be subject to restocking fees and Special Order parts may not be returnable.

All purchases are subject to Reliable Investments LLC terms and Condition of sale,

<https://reliableinvestmentsllc.com/terms-and-condition-of-sale/>



The Bunker Public Safety
 225 Wellsian Way
 Richland WA 99352
 United States
info@bunkertricies.com
 (509) 943-0269

Estimate

#EST07

2/22/2021

Bill To

Todd Carlson
 Benton County Sheriff's Office
 7122 W. Okanogan Place
 Kennewick WA 99336
 United States

Ship To

Todd Carlson
 Benton County Sheriff's Office
 7122 W. Okanogan Place
 Kennewick WA 99336
 United States

TOTAL
 59,728.86 *lms*
~~\$53,755.97~~

Expires: 3/24/2021

Sales Rep	Email	Phone	Shipping Method
E007 Kendra Harrer	kendra@thebunkertactical.com	(509) 572-7056	

Quantity	Item	Tax	Rate	Amount
5	Trijicon IR-PATROL IRMO-250XR 60mm Thermal Monocular	Yes	\$8,999.99	\$44,999.95
1	Trijicon SNIPE-IR® 35mm Thermal Clip-On with Picatinny Rail Mount	Yes	\$9,999.00	\$9,999.00

Subtotal \$54,998.95

Tax Total (8.6%) \$4,256.92

Total ~~\$53,755.97~~

59,728.86 *lms*



EST07


RESOLUTION 2021 227

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

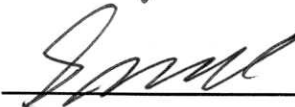
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 106

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 9 day of March, 2021



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: J. Delvin

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FR 106

TRANSFER TC 106

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	1224	LPA III	\$3,100	512.300	1206	LPA III - Trainee	\$3,100
TOTAL			\$3,100	TOTAL			\$3,100

Explanation:


We are requesting this LIT so that we can hire people and place them in training with the employees that are taking advantage of the early retirement. These line items are to be used only for the 2021-2022 budget cycle. The trainee will be moved to the permanent line item once the current employee retires on April 1, 2021. The LPA III the trainee will be at a grade 6. This position is governed by the Courthouse bargaining unit.

Prepared by:

Date:

Approved Denied


Date: 3/9/2021



Chairman



Member



Member

RESOLUTION

2021 359

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND CBVC dba COLUMBIA BASIN VETERANS CENTER

WHEREAS, the County and CBVC dba Columbia Basin Veterans Center entered into a Personal Services Contract per Resolution 2019-236 dated March 19, 2019 whereby the CBVC dba Columbia Basin Veterans Center agreed to perform Columbia Basin Veterans Forum services in collaboration with Veterans Court as set forth in the contract, with a contract amount was not to exceed ninety-nine thousand four-hundred ninety-eight dollars and zero cents (\$99,498.00) for the time period of March 19, 2019 through December 31, 2020; and

WHEREAS, the contract was subsequently amended to correct the contract start date, Resolution 2019-285, and, later, amended again to correct the contract expiration date, Resolution 2019-334; and

WHEREAS, the contract expired on December 31, 2020 and the County and CBVC dba Columbia Basin Veterans Center would like to enter into another Personal Services Contract whereby the CBVC dba Columbia Basin Veterans Center agrees to perform Columbia Basin Veterans Forum services in collaboration with Veterans Court as set forth in the new contract, with a contract amount not to exceed ninety-nine thousand four-hundred ninety-eight dollars and zero cents (\$99,498.00) for the time period of January 1, 2021 through December 31, 2022; and

WHEREAS, a detailed description of the compensation to be paid by the County for said services is set forth in Exhibit B of the attached agreement; NOW, THEREFORE

BE IT RESOLVED, the amount not to exceed \$99,498.00 for the 2021-2022 Columbia Basin Veterans Forum, has been approved by the Board of Benton County Commissioners and each monthly payment will be made payable to CBVC; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2021 and expire December 31, 2022.

Dated this 4 day of May, 2021

Handwritten signatures of Board members over horizontal lines. The first signature is the Chairman of the Board, followed by two other members.

Attest: [Handwritten signature] Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and CBVC dba COLUMBIA BASIN VETERANS CENTER, with its principal offices at 1600 N 20th Ave, Suite A, 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 following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Columbia Basin Veterans Forum Scope of Work & Deliverables; and
- c. Exhibit B, Columbia Basin Veterans Forum Budget.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR for the Veterans Forum and Mentorship Program is set forth in Exhibit "A, Columbia Basin Veterans Forum Scope of Work & Deliverables", which is attached hereto and incorporated herein by reference. The Columbia Basin Veterans Forum's mission is to have a coordinated community response to veteran offenders through collaboration with the veterans' service delivery system and the criminal justice system. The program provides a means to successfully restore and reintegrate veterans by supplementing the traditional criminal justice system by using veteran mentors and veterans' services and benefits to address medical and emotional needs, restore self-respect, and provide veterans

with tools to lead a productive and law-abiding life.

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

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Matt Sammons
Executive Director
Columbia Basin Veterans Center
PO BOX 2606 Pasco, WA 99302
Phone: (509) 545-6558
Email: matts@columbiabasinvetcenter.org

- b. For COUNTY:

Ginny Baddley
Office Administrator
Benton County Prosecutor's Office
7122 W. Okanogan Pl.
Kennewick, WA 99336
Phone : (509) 735-3591
Email: ginny.baddley@co.benton.wa.us

5. COMPENSATION

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

- a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth

in Exhibit "B, Columbia Basin Veterans Forum Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2021 through December 31, 2022, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed ninety-nine thousand four hundred ninety-eight dollars and zero cents (\$99,498.00).

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

6. AMENDMENTS

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. **INSURANCE**

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

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

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

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

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

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

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

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

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

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S

liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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

policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

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

request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

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

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information

supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section intentionally left blank -

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

Dated: 05-4-2021

Dated: _____

Benton County Board of Commissioners

CBVC dba Columbia Basin Veterans Center

[Signature]
Chairman

Signature

[Signature]
Member

Executive Director

[Signature]
Member

Title:

Matt Sammons
PRINTED 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

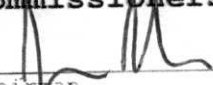
IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective January 1, 2021.

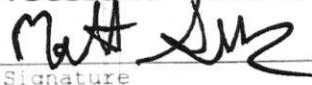
Dated: 05-04-2021

Dated: 4/16/2021

Benton County Board of Commissioners

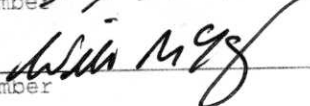
CBVC dba Columbia Basin Veterans Center


Chairman


Signature


Member

Executive Director
Title:


Member

Matt Sammons
PRINTED NAME

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

Attest: 
Clerk of the Board

Approved as to Form


Executing Attorney



Exhibit A

Scope of Work & Deliverables

TITLE OF PROGRAM

Veteran Mentor Program & Veterans Forum

MISSION

The mission of the Mentor Program and Veterans Forum is to assist fellow veterans charged with criminal offenses comply with the conditions of the Veterans Therapeutic Court, graduate from the Court, take their place in the community and not re-offend. The operating principle of the program is "No Veteran Stands Alone."

PURPOSE

The purpose of the Veteran Mentor Program (Mentor Program) of Columbia Basin Veterans Center (CBVC) is to recruit, select, train, provide and supervise volunteer veteran mentors (mentors) to participants in the Benton County Veterans Therapeutic Court (Court).

The purpose of the Veterans Forum (Forum); and, to monthly provide a setting in which participants, mentors, officers of the Court and community agency representatives can gather, share a meal, gain knowledge and insight from inspirational and informative speakers, learn about community resources, and support one another.

DESCRIPTION

Mentor Program. The Mentor Program functions as a partner with the Court, CBVC programs, the Veterans Administration and community agencies. Its key feature is the matching of each veteran offender (participant) with a veteran mentor to serve as the participant's advocate, confidant, and partner throughout the Program – the equivalent of a shipmate, wingman or battle-buddy in the active force.

Participants are veterans charged with gross misdemeanors or felonies who have been referred to the Court and participate under the conditions of a stipulated stay. Participants may be

struggling with one or more conditions related to their military service including but not limited to substance abuse, impulse control, substance abuse and mental health concerns arising out of, or exacerbated by their experiences in the U.S, Armed Forces. These may include unresolved post-traumatic stress, sequelae to traumatic brain injury, the consequences of military sexual trauma, and self-medication as a coping mechanism for the experience of combat. Participants will have been separated or discharged from the Armed Forces under Honorable conditions or have a General Discharge Under Honorable Conditions.

Mentors are veterans of the U. S. Armed Forces holding an Honorable Discharge or General Discharge Under Honorable Condition who volunteer their time to support, encourage and advocate for participants. Mentors are male and female veterans representing all ages, ranks and branches of service. They have served in the Vietnam War, Gulf War, Afghan War, Iraq War and peacetime. Mentors are trained in an orientation session led by the CBVC Mentor Coordinator and the Prosecuting Attorney for the Court and are provided a Mentor Handbook covering all aspects of the program.

Once matched, the mentor and participant establish meeting schedules, manner of meeting and places, and begin establishing their relationship. That relationship will endure unless either party decides that it is no longer working, in which case a change or mentor will be arranged. Mentors will stand with their participant in Court when the participant is required to appear.

Graduating participants become eligible to volunteer as mentors six months post-graduation if they have not relapsed or re-offended.

Veterans Forum. The Veterans Forum (Forum) is a monthly gathering of participants, mentors, officers of the court, guests, and community service organization representatives in which all in attendance share a meal and social hour together, followed by informational and inspiration presentations by guest speakers and agency representatives. It includes an "open mike" period in which any person can address the group, provide information, and ask questions.

During the event, the Prosecuting Attorney and Defense Counsel adjourn to a side room with newly admitted participants and available mentors who are introduced to one another and exchange information, following which the participant chooses their mentor.

When participants progress from one Phase of the Court to the next, they are recognized by all present. When those participants graduate, the occasion is marked by a ceremony.

PERSONNEL & RESPONSIBILITIES

Veteran Mentors. The Veteran Mentors are volunteers who meet weekly with participants with whom they are matched. Face to face meetings are strongly encouraged, with video chat, texting and e-mail also used to maintain contact when appropriate. (The advent of the Covid-19 pandemic has resulted in much greater use of these alternative means of communication.)

Participants are expected to initiate contact, but mentors will adjust that expectation based upon the status of the participant's emotional health and functioning. At the beginning of the relationship, mentors often must take the initiative and establish agreements with the participant regarding their responsibilities.

Mentors share their life experiences, advice and expertise to assist the participant in complying with the conditions imposed by the Court. They encourage, challenge, and support the participant as they struggle with the issues and behaviors that contributed to their offense. The Mentor is a partner and peer, not an authority figure telling the participant what to do. When the participant fails to comply with the conditions of their stipulated stay, the Mentor urges the participant to self-report as a way of helping the participant take responsibility for their actions.

Mentors also serve as resources and support for one another and call upon the Mentor Coordinator for assistance as needed.

Veteran Mentor Coordinator. A .5 FTE Mentor Coordinator recruits, selects, trains, supervises and provides mentors to the Court; develops and maintains records and training materials; provides counsel and support to mentors; coordinates the monthly Veterans Forum including recruiting speakers and community representatives; arranges for facilities and meals; and coordinates participant and mentor recognition on behalf of CBVC. The Mentor Coordinator also serves as the liaison to the Court and represents the program before the court and the larger community.

Veterans Service Officer. A .5 FTE VA-certified Veterans Service Officer (VSO) will be onsite at CBVC to assist veterans with filing disability and medical claims with the Veterans Administration; appealing denials; requesting disability reviews; and, seeking reviews of less-than-honorable discharges.

Executive Director. The Executive Director of CBVC supervises the Mentor Coordinator, oversees execution of the budget, fund-raising, and monthly reports to the County.

CBVC Support Services. CBVC's programs may be employed to assist participants with such matters as obtaining copies of separation papers (DD214), housing, rent assistance, utility assistance, peer support counseling, post-traumatic stress support groups, socialization following self-isolation, and ancillary financial support (assistance for significant emergent needs not met elsewhere).

Supporting Service Agencies. Community agencies will be called upon to assist individual participants as needed and will be invited to share information about their services at the Monthly Forums. These may include but are not limited to legal services, financial literacy, employment, educational opportunities, food, physical and mental health services, and community service opportunities.

EXPECTATIONS

1. Adequate pool of mentors. CBVC will recruit, train, and provide sufficient Veteran Mentors to provide participants an adequate number of which to choose their mentor.
2. Prompt matching of mentors and participants. Matching of participants and mentors will be performed as quickly as possible following acceptance into the Court and CBVC's receipt of the participant intake form.
 - a. Due to the ongoing Covid-19 pandemic, matching will be performed by providing each new participant the names of three mentors, each of whom will contact the participant and among which the participant will make their choice. In some circumstances the needs of the participant may warrant a "guided" match.
 - b. Once public health restrictions on gatherings are lifted, the matching of new participants will take place face-to-face at the first monthly Veterans Forum following their admission to the Court.
3. New mentor orientation. Initial orientation of Veteran Mentors shall be approximately three hours in length, team-taught by the Mentor Coordinator and the Prosecuting Attorney assigned to Veterans Court. The Case Manager and Defense Counsel may also participate as their schedules permit.
4. Mentor Manual. All new mentors will be provided a copy of CBVC's "Veterans Court Mentor Manual" including but not limited to the following items:
 - a. Mentor Handbook
 - b. Courtroom Decorum
 - c. Veterans Court Officers Roster
 - d. Basic Requirements of Participants.c
 - e. Participant Welcome information
 - f. Participant Intake Form
 - g. Participant Handbook
 - h. Phase Up Applications
 - i. Sanctions and Incentives Matrix
 - j. Mentor Program Policies & Procedures
 - k. Mentor Job Description
5. Mentor time commitment. Participants' need to meet with their mentors can vary widely depending upon their general health, emotional fragility, lifestyle, economic circumstances, employment, family stability and relationships. Those needs often diminish as they progress through the Court, while relapses and other crises can have the opposite effect. On average, mentors will spend 4-7 hours per month supporting a participant. Experience to date suggests that some participants with many years of addiction can require 16 or more hours per month.

6. Community service opportunities. CBVC will provide as many opportunities as possible for participants to serve community service hours in the CBVC facility.
7. Monthly Forum. During the pandemic, the monthly Forum will be virtual at 1.5 hours per month. When gatherings are again permitted, it will expand to two hours and include a meal and the matching of mentors and participants. Graduation ceremonies will be added as well to complement those ceremonies held in and by the Court. Each graduating participant will receive a challenge coin, service insignia, certificate of achievement and appreciation, and a residential American flag set.

DELIVERABLES

CBVC will provide the following as described above:

1. A pool of trained veteran mentors
2. All training and training materials
3. A Mentor Coordinator and VSO services
4. A monthly Forum
5. Community service opportunities
6. A monthly report to include:
 - a. Forum activities
 - b. Mentor recruitment and availability
 - c. Participant referrals
 - d. Following month's priorities
 - e. Miscellaneous program-pertinent information

Exhibit B: COLUMBIA BASIN VETERANS FORUM BUDGET

COLUMBIA BASIN VETERANS CENTER
PUBLIC SAFETY SALES TAX 2021-2022 REQUEST BUDGET

DESCRIPTION	TOTAL BUDGET
.5 FTE Mentor Coordinator	\$ 36,000.00
.5 FTE DAV Service Officer	\$ 30,000.00
Mentor Training/Train the Trainer	\$ 2,000.00
Mentor Recruitment	\$ 1,000.00
Forum Site Rental	\$ 3,600.00
Office Supplies, Electronics & Equipment	\$ 7,800.00
Printed Materials for Forum Outreach & Recruitment	\$ 1,160.00
Annual First Forum Kick Off Cost	\$ 600.00
Monthly Mentor Trainings & Forum Sessions (2x12=24x2=48)	\$ 7,200.00
Paper Products and Utensils for Monthly Meals	\$ 400.00
Travel	\$ 5,000.00
SUBTOTAL	\$ 94,760.00
5% ADMINISTRATION	\$ 4,738.00
TOTAL PROGRAM EXPENSES	\$ 99,498.00


RESOLUTION 2021 398

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 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 18 day of May, 2021



Chairman of the Board

SHON SMALL - ABSENT

Member


Member

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

Attest: 
Clerk of the Board

cc: Dept., Auditor, Sheriff

Linda Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Sheriff Patrol

Dept Nbr: 115 to 121

Fund Name: Public Safety Sales Tax

Fund Nbr: 0148101

TRANSFER FROM: 115

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
518.303	4102	Contract Services	\$10,000	594.210	6401	Capital Outlay	\$10,000
TOTAL				TOTAL			
\$10,000				\$10,000			

Explanation:

To appropriate funding for Capital Outlay for Sales Tax for Personal Service Contract Refurbishment of BCSO's 23' TT Hull #1165 with SAFE Boat International.

Prepared by: Linda Ivey

Date: 09-Feb-2021

Approved

Denied

Date: 5-18-2021

Chairman

SHON SMALL - ABSENT

Member

Member

RESOLUTION 2021 399

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF TERMINATING THE PUBLIC SAFETY SERVICES AGREEMENT, RESOLUTION 2020-549, BETWEEN BENTON COUNTY, WASHINGTON AND TRI-CITIES CHAPLAINCY (DBA CHAPLAINCY HEALTH CARE)

WHEREAS, per Resolution 2020-549, dated August 11, 2020, Benton County entered into a Public Safety Services Agreement ("contract") with Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for the Step-Up Program; and

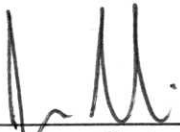
WHEREAS, per Section 9a of the contract, Benton County in its sole discretion may terminate the contract at any time when it is in the best interests of Benton County; and

WHEREAS, the Communications Coordinator received an email request from Chaplaincy Health Care, dated May 4, 2021, to terminate the agreement due to closure of the behavioral health program, including the Step-Up Program. **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached letter to Bob Rosselli, Interim Executive Director of Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) to terminate the Public Safety Services Agreement between Benton County and Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for the Step-Up Program; and

BE IT FURTHER RESOLVED said contract shall terminate on May 31, 2021.

Dated this 18 day of May, 2021.




SHON SMALL - ABSENT
Chairman of the Board

Chairman Pro-Tem



Member

Attest: 

Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

Jerome Delvin, District 1
Shon Small, District 2
Will McKay, District 3



Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

May 18, 2021

Bob Rosselli, Interim Executive Director
Chaplaincy Health Care
1480 Fowler Street
Richland, WA 99352-4717
BobR@chaplaincyhealthcare.org

RE: Termination of Public Safety Services Agreement No. 2020-549

Mr. Rosselli:

Benton County is hereby terminating the Public Safety Services Agreement No. 2020-549, dated August 11, 2020, between Benton County and Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for the Step-Up Program, effective May 31, 2021, per your May 4, 2021 email request.

As per Section 9a of your agreement, 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. This letter serves as the required ten (10) days written notice of termination, per Section 9a.

The County shall pay all costs incurred by Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) up to the date of contract termination, May 31, 2021, in accordance with the compensation section of the aforementioned agreement.

Sincerely,

BENTON COUNTY BOARD OF COMMISSIONERS

Jerome Delvin, Chairman

Shyanne Palmus

From: Bob Rosselli <BobR@chaplaincyhealthcare.org>
Sent: Tuesday, May 4, 2021 8:36 AM
To: Shyanne Palmus
Subject: [EXTERNAL] FW: Termination of the Step-Up Contract

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

The message kicked back so I am trying again.

From: Bob Rosselli
Sent: Tuesday, May 4, 2021 8:34 AM
To: Shyanne <Palmus@co.benton.wa.us>
Cc: Jill Adcock <JillA@chaplaincyhealthcare.org>
Subject: Termination of the Step-Up Contract

Shyanne, we find ourselves in a position where we can no longer support our behavioral health program. We plan to close the program on May 31 and want to understand what steps are needed on our part to terminate the contract. We sincerely regret this action but given the fact that our revised client model is not working satisfactorily we have made the difficult decision to close the program. You may contact Jill Adcock at JillA@chaplaincyhealthcare.org or my self at the email below. My cell is 509-521-7193 and Jill can be reached at 509-440-0475. Thank you for your attention to this matter.

Bob Rosselli
Interim Executive Director
(509) 783-7416 ext. 1002
BobR@chaplaincyhealthcare.org

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Shyanne Palmus

From: Ryan Lukson
Sent: Wednesday, May 12, 2021 10:25 AM
To: Shyanne Palmus; Commissioners Review
Cc: Matt Rasmussen
Subject: RE: 5/18/2021 Consent Agenda - Termination of Public Safety Services Contract w/ Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for Step-Up Program

Looks good to me.

Ryan J. Lukson

Assistant Chief Deputy Prosecutor, Civil
Benton Co. Pros. Attorney's Office
Office: (509) 735-3591
Cell: (206) 915-6386
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

From: Shyanne Palmus <Shyanne.Palmus@co.benton.wa.us>
Sent: Tuesday, May 11, 2021 4:14 PM
To: Commissioners Review <commissioners.review@co.benton.wa.us>
Cc: Ryan Lukson <Ryan.Lukson@co.benton.wa.us>; Matt Rasmussen <Matt.Rasmussen@co.benton.wa.us>
Subject: 5/18/2021 Consent Agenda - Termination of Public Safety Services Contract w/ Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for Step-Up Program
Importance: High

Please see attached, for review for inclusion on the May 18, 2021 Consent Agenda. Please note - this termination has been reviewed by the PA, but does not need approval to form.

Termination of Public Safety Services Contract w/ Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for Step-Up Program



SHYANNE PALMUS

Communications Coordinator
Benton County Commissioners' Office
509-222-3760



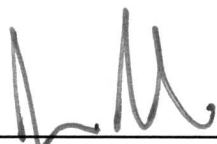
RESOLUTION 2021 586

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 3 day of Aug., 2021



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
521.320	4103	Professional Services	\$1,000,000	594.210	6403	Capital Outlay - Patrol vehicles	\$1,000,000
TOTAL			\$1,000,000	TOTAL			\$1,000,000

Explanation:

To appropriate funding for Capital Outlay - Patrol vehicles as approved by the BOCC on 7.20.2021 / Finance Presentation

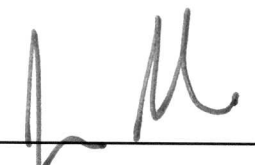
Prepared by:


Date:

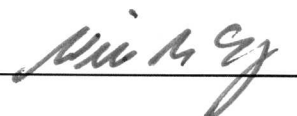
Approved

Denied

Date: 8-3-2021


 _____ Chairman


 _____ Member


 _____ Member


RESOLUTION 2021 590

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 136

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 3 day of August, 2021



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: Eric Hsu

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Office of Public Defense

Dept Nbr: 136

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
515.911	4101	Legal Services	\$130,495	515.911	1724	Public Defense Attorney	\$92,000
				515.911	2102	Social Security	\$7,038
				515.911	2103	Medical Insurance	\$19,390
				515.911	2104	Retirement	\$11,932
				515.911	2119	Paid Family Leave Act	\$135
TOTAL			\$130,495	TOTAL			\$130,495

Explanation:
 Creating a new Public Defense Attorney position. Following Resolution 2019-725, the position will be funded at this time for a Public Defense Attorney I, non-bargaining grade 16.

Prepared by: L. Wingfield

Date: 29-Jul-2021

Approved

Denied

Date: 8/3/2021

[Signature] Chairman

[Signature] Member

[Signature] Member

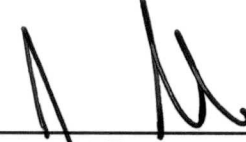
RESOLUTION 2021 627

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 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 17 day of August, 2021



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: Josie Delvin

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.300	1912	Indigent Screener	\$92,590	512.300	1912	Legal Process Assistant III	\$70,000
512.300	1914	Indigent Screener	\$84,720	512.300	1131	Legal Process Supervisor	\$107,310
TOTAL			\$177,310	TOTAL			\$177,310

Explanation:

1. Position 1912 Indigent Screener position and line item, grade 7, non barg, to be updated to Legal Process Assistant III, grade 6, courthouse union.
 2. Position 1914 will become vacant and unfilled. 3. Position 1131, change line item name from Collections Supervisor to Legal Process Supervisor.
 Position 1131 remains Grade 12, non bargaining. Position 1131 is a current position in Clerks Collection Fund 0146101. The position will fund 75% by PST Dept 106 and 25% by the Clerks Collection Fund 0146101.

Prepared by:

Date:

Approved Denied


Date: 8-17-2021



 Chairman



 Member



 Member

RESOLUTION

2021 643

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, SHERIFF PATROL DEPARTMENT NUMBER 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2021 funds shall be transferred as outlined in Exhibit "A", attached hereto.

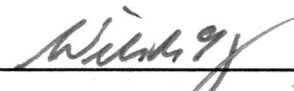
Dated this 24 day of August, 2021



Chairman of the Board



Member



Member

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

Attest: 

Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol

Dept Nbr: 121

Fund Name: Public Safety 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
594.210	6401	Capital Outlay	\$5,430	521.210	3503	Computer Software	\$5,430
TOTAL			\$5,430	TOTAL			\$5,430

Explanation:
 To appropriate funding from PST Capital Outlay line item to computer software line item for approved 21/22 PST approved software purchases

Prepared by: Katie Gillies

Date: 13-Aug-2021

Approved

Denied

Date: 8/24/2021

[Signature]
Chairman

[Signature]
Member

[Signature]
Member

RESOLUTION

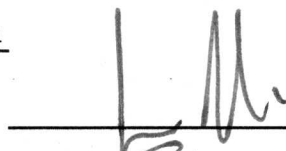
2021 644

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, SHERIFF PATROL DEPARTMENT NUMBER 121.


BE IT RESOLVED, by the Board of Benton County Commissioners, that 2021 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this 24 day of August, 2021


Chairman of the Board


Member


Member

Attest: 
Clerk of the Board

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

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol

Dept Nbr: 121

Fund Name: Public Safety 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
594.210	6401	Capital Outlay	\$32,315	521.210	3507	Non Replacement Computers	\$32,315
TOTAL			\$32,315	TOTAL			\$32,315

Explanation:

To appropriate funding from PST Capital Outlay line item to software replacement line item for approved 21/22 PST approved software purchases

Prepared by: Katie Gillies

Date: 13-Aug-2021

Approved

Denied

Date: 8/24/2021

[Signature]
Chairman

[Signature]
Member

[Signature]
Member

RESOLUTION 2021 760

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTION OF FUNDS FROM PUBLIC SAFETY TAX FUND 0148101 DEPARTMENT 112 TO CURRENT EXPENSE FUND 0000101, DEPARTMENT NUMBER 138.

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

Dated this 19 day of Oct, 2021

JEROME DELVIN - ABSENT

Chairman of the Board



Member



Member

Attest:


Clerk of the Board

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

cc: Dept., Auditor,

Linda Ivey

RESOLUTION 2021 787

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

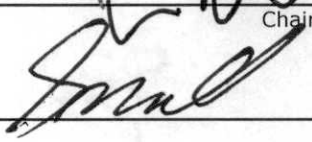
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND FUND NUMBER 0148101 DEPARTMENT NUMBER
136

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

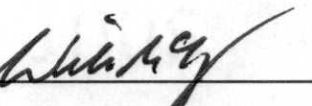
Dated this 2 day of Nov., 2021



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: L. Wingfield

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: **Dept. 136**

TRANSFER TO: **Dept. 136**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.910	1656	Office Support	\$54,011	515.910	1656	Legal Secretary IV	\$54,011
TOTAL			\$54,011	TOTAL			\$54,011

Explanation:

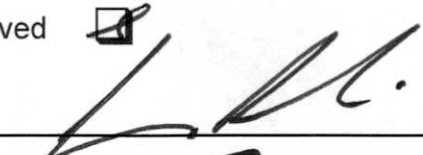
With the recently vacated Office Support position, it was determined that changing the Office Support, non-bargaining grade 6, to a Courthouse Union Legal Secretary IV, grade 7, would help align the Office with internal equity. This will be budget neutral.

Prepared by:

Date:

Approved Denied

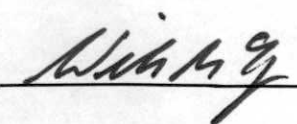
Date: 11/2/2021



 Chairman



 Member



 Member

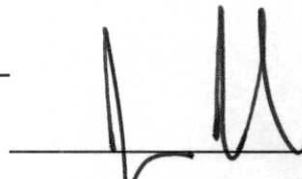
RESOLUTION 2021 790

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

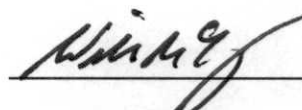
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND FUND NUMBER 0148101 DEPARTMENT NUMBER
121

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

Dated this 2 day of November, 2021


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: L. Wingfield

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: **Dept. 121**

TRANSFER TO: **Dept. 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
521.210	1953	Deputy	\$100,221	521.210	1510	Records Clerk	\$50,110
				521.210	1511	Records Clerk	\$50,111
TOTAL			\$100,221	TOTAL			\$100,221

Explanation:

Due to current needs of the Department, a vacant funded Deputy position will fund two (2) new Records Clerks. Records Clerk are grade 8 on the Sheriff/Corrections Clerical salary schedule. These Records Clerks will be help alleviate the high demands of public records requests within the Sheriff's Office and for general office coverage assisting the public. The Deputy position, position 1953, will remain unfilled and unfunded.

Prepared by:

Date:

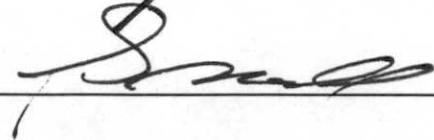
Approved

Denied

Date: 11/2/2021



Chairman



Member



Member

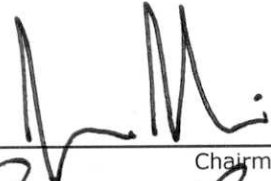
RESOLUTION 2021 792

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

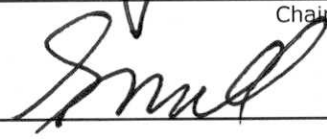
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, DEPARTMENT NUMBER 115 TO DEPARTMENT NUMBER 117

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 2 day of Nov., 2021



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: Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

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
521.320	4103	Professional Services	\$87,190	515.300	1395	Legal Secretary VI	\$56,740
				515.300	2102	Social Security	\$4,340
				515.300	2103	Medical Insurance	\$20,200
				515.300	2104	Retirement	\$5,820
				515.300	2119	Paid Family Leave Act	\$90
TOTAL			\$87,190	TOTAL			\$87,190

Explanation:

To appropriate funding in the Public Safety Tax Fund for a Legal Secretary VI in the Prosecuting Attorneys Office. Position is a Grade 9, Courthouse Union.

Prepared by:

Date:

Approved



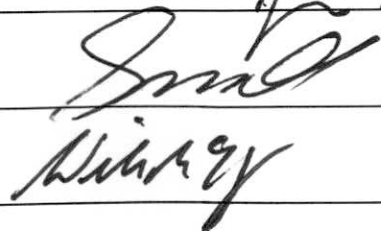
Denied

Date: 11-2-2021

Chairman

Member

Member



RESOLUTION 2021 881

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTION OF FUNDS FROM CURRENT EXPENSE FUND 0000101, DEPARTMENT 121 TO PUBLIC SAFETY TAX FUND 0148101, DEPARTMENT 121.

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

Dated this 14th day of December, 2021

JEROME DELVIN - ABSENT

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

RESOLUTION 2021 895

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTION OF FUNDS FROM CURRENT EXPENSE FUND 0000101, DEPARTMENT NUMBER 121 TO PUBLIC SAFETY TAX FUND 0148101, DEPARTMENT 122.

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

Dated this 14th day of December, 2021

JEROME DELVIN - ABSENT

Chairman of the Board



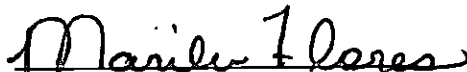
Member



Member

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

Attest:


Clerk of the Board

cc: Dept., Auditor,

Linda Ivey

