

RESOLUTION 2016 567

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND KIONA-BENTON CITY SCHOOL DISTRICT FOR KIONA-BENTON CRIME PREVENTION PROGRAM PROPOSAL

WHEREAS, in August, 2014, the voters of Benton County approved Proposition 14-5, a 3/10 of one percent sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

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

WHEREAS, funding gang and crime prevention efforts, the Benton County Gang and Crime Prevention and Intervention Initiative is to improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, on April 12, 2016 the Benton County Board of Commissioners approved funding for gang and crime prevention efforts, utilizing an Request for Proposal process; and

WHEREAS, Kiona-Benton City School District has proposed a Kiona-Benton Crime Prevention Program in the annual amount of \$26,800.00 for 2016; **NOW, THEREFORE**

BE IT RESOLVED the amount of \$26,800.00, the 2016 annual budgeted amount prorated for the remaining six months of 2016, has been approved by the Board of Benton County Commissioners; and

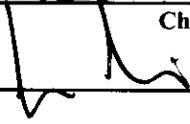
BE IT FURTHER RESOLVED each monthly payment will be made payable to Kiona-Benton City School District; and

BE IT FURTHER RESOLVED, this agreement will start August 1, 2016.

Dated this 19 day of July, 2016


Chairman of the Board


Chairman Pro-Tem


Member

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Kiona-Benton City School District, with its principal offices at 1105 Dale Ave., Benton City, WA 99320, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Scope of Work Kiona-Benton Crime Prevention Program; and
- c. Exhibit B, Progress Reporting and Measures; and
- d. Exhibit C, Project Budget Worksheet; and
- e. Exhibit D, Invoice.

2. DURATION OF CONTRACT

The term of this Contract shall begin August 1, 2016 and shall expire on December 31, 2016. 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 is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the services performed. In addition, when requested by the COUNTY, the CONTRACTOR shall prepare

and present status reports in the form of Exhibit B 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:

Joe Lloyd
1105 Dale Ave.
Benton City, WA 99320
Phone: (509)588-2077
Fax:
Email: jlloyd@kidesd.org

b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone: (509)786-5600 x2442
Fax: (509)786-3080
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

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

- a. A detailed description of the costs to CONTRACTOR for the services set forth in Exhibit A is set forth in Exhibit C, "Project Budget Worksheet", which is attached hereto and incorporated herein by reference. For the time period of August 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated by the COUNTY in an amount not to exceed twenty six thousand eight hundred dollars (\$26,800).
- b. No payment shall be made for any services performed by the CONTRACTOR, except for services and expenditures identified and set forth in this Contract.
- c. The CONTRACTOR may, in accordance with Exhibit D, submit invoices to the COUNTY not more than once per month during

the progress of the services for partial payment of the services completed to date. Invoices shall cover the time the CONTRACTOR performed services during the billing period. 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 deaths to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this

Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of

or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

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

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed

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

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

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

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

d. **Other Insurance Provisions:**

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

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

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY,

its officers, officials, employees or agents.

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a 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 and expenditures 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.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on August 1, 2016.

Dated: 7-19-2016

Benton County Board of Commissioners

[Signature]
Chairman

[Signature]
Member

[Signature]
Member

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

Dated: July 7, 2016

Kiona-Benton City School District

[Signature]
Signature

Assistant Superintendent
Title:

Joe Lloyd
PRINTED NAME

Exhibit A

Title of program or project

Kiona-Benton Crime Prevention Program (KBCPP)

Executive summary of program or project (max 100 words).

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

Name, purpose, vision, and/or mission of your organization (max 200 words).

The mission of Kiona-Benton Schools is to educate students of all ages, abilities and cultural backgrounds within a caring environment of staff and community, to provide opportunities for all students to develop to their potential, to be confident of their abilities to learn, create, think work, recreate, take responsibility, be productive, and treat others with respect and dignity in an ever-changing global society.

Purpose and need for the program or project – current and historic challenges, opportunity or issue that the program or project seeks to address (max 400 words).

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

schools. The State of Washington does not support such activities so we are approaching Benton County to help us fill in this important gap.

While all of our surrounding communities have received direct assistance from the public safety tax through their local police departments, Benton City only indirectly benefitted because we contract through the Benton County Sheriff's department for our law enforcement services. Though regular patrols are provided, in many instances, help is never quite instantly available because of the nature of the county coverage they provide. In a sense, receiving this grant would "balance the scale" and give a direct benefit of this portion of the safety tax. Because of our lack of access to these funds, our quality of life has been compromised as described in the above crimes by juvenile offenders.

Detailed program or project description – need, origins, phases, partners and their roles, timeline (max 500 words).

We propose using this as a startup grant to establish a program similar to the Communities in Schools program at Kiona-Benton City High School. We have requested being included in this program but they currently have no plans on expanding this next year. Richland and Kennewick school district have 13 schools involved in this program and it has been shown to be highly successful in helping students stay in school and engaged in productive behaviors. We have reached out to the Communities in Schools program manager and she has agreed to collaborate with us to the extent she can if we were to hire a similar position in our school district.

Besides funding the site coordinator position at our high school, we propose a small amount of funds for offering a parenting class for those families that are struggling since troubled youth most often come from troubled families. This would be a wrap-around service that would affect youth beyond the school day.

Lastly, we would propose a small operational fund for materials and supplies for us to establish this program in our school including, technology, curriculum supplies, other teaching materials, and a modest budget for light refreshments (a proven motivator for student and parent participation in our community).

With these components in place, we would launch our prevention program to provide for the non-academic needs for troubled youth in our community not only who are enrolled in school but those who have dropped out recently. Our site coordinator would specifically seek out those students who are struggling to stay in school and work with them to provide access to public and private services which will help normalize their lives so they can stay in school and become a productive adult. This coordinator would use the same approach as the Communities in Schools program to:

- Gather and mobilize local community partnerships including the Benton County Sheriff's department, the Benton Franklin Community Action Committee, and local medical and mental health providers.
- Work with school administrators and staff to build a site problem solving team to assess needs and provide supports to the school and students
- Establish relationships of trust with troubled youth and their families
- Work with partners to deliver tiers of support to the school, students and their families

The timeline for the project would begin in July of 2016 by advertising and hiring a site coordinator. Orientation and training would occur in August of 2016 with active program participation beginning in September 2016 when school starts. September through December of 2016 will include generate the data that we will report on and monitor. We would appreciate being considered for either an extension or renewal to keep this program going through the end of the 2016-17 school year (which ends in June 2017). The Parenting class will be organized and offered to participating families of youth by November 1, 2016 and conclude by December 20, 2016.

Regularly monitor and track progress of all student participants with attendance, participation and academic achievement as discrete data points of reference.

We anticipate that the results will be measurable over the year with four (4) distinct data collection points – upon entrance in September and in November, January and May. The data to be collected would include attendance, participation in program activities, and academic achievement. This data would be used in not only individualized planning for each student but collectively for program evaluation and adjustments. In addition, we will hold our site coordinator accountable to report monthly on the types of activities provided to help students access services. These data points and reports will be available for review as part of our school’s public record in accordance with FERPA regulations.

Similar work your organization has done previously (max 300 words).

The Kiona-Benton City School District has an operating budget of over 16 million dollars and coordinates not only academic but transportation, food services, maintenance and other essential services for students. We have a student advocate position in the high school that is primarily tasked with the academic support for students. We would expect that the position created with this grant work in concert with that staff member in providing the social, emotional, mental, and physical support that students need to succeed and stay in or come back to school.

Previous grants received, projects or programs conducted on behalf of, or for, government agencies, or public-private partnerships entered into.

The Kiona-Benton City School District has written and managed numerous competitive grants including Federal and State grants such as:

- USDA’s Rural Utilities Service grant (\$168,000). 2013-16
- Washington State Department of Commerce Grant to pave HS parking lot (\$125,000). 2014-15
- Washington State Career and Technical Education Grant for Materials Science Program Start up (\$50,000). 2015-16
- Washington Reading Corps Grant (\$150,000). 2015-16
- Office of the Superintendent of Public Instruction (OSPI) Response to Intervention grant (\$125,000). 2008-12
- OSPI Math and Science Partnership Grant (\$625,000). 2011-14

- In this current year’s budget, the school district manages over \$1,933,000 in grants (both public and private). These grants are regularly audited and our management practices and expenditures were found in compliance with state auditing practices.

Organizational finances – Provide the following financial documentation for the past two years (2014 & 2015): a) copies of 990-series filings made with the IRS; b) copies of audited financial statements (at a minimum this includes balance sheets and cash-flow statements).

Attachment A – Nonprofit Statement

Attachment B – Audited Financial Statement

Provide a copy of your 2016 operating budget as approved by your Board of Directors or similar governing body.

Attachment C – Approved Operating Budget for Kiona-Benton City School District

Project budget – Provide detailed project/program budget. Include leverage funds to be received from other third parties.

See Exhibit C – Project Budget Worksheet

Provide resumes for any key personnel associated with the project.

Attachment D –Resume of Joe Lloyd

Provide the names, brief bios and contact information for the members of your Board of Directors or similar governing body.

Board Chair	Leslie Johnson	#3	Leslie.Johnson@kibesd.org	509-591-6569
Vice Chair	Tawny Garrett	#5	tawny.garrett@kibesd.org	509-308-2991
School Board Member	Dale Thornton	#4	Dale.Thornton@kibesd.org	509-205-9712
Legislative Representative	Ivan Howard	#2	ivan.howard@kibesd.org	509-591-6639
WIAA Representative	Julie Rheinschmidt	#1	jrheinschmidt@kibesd.org	509-438-3928

- Leslie Johnson – Homemaker with a Bachelor’s Degree in Business Administration
- Tawny Garrett – A homemaker with two preschoolers at home.
- Dale Thornton – A father of students in the district and a plant engineer at Hanford
- Ivan Howard – A father of students in the district and a teamster that works at Hanford.
- Julie Rheinschmidt – A mother of students in the district and a science teacher at Kennewick School District

Provide primary and alternate contact information for the program or project lead.

Joe Lloyd
1105 Dale Ave.
Benton City, WA
jlloyd@kibesd.org
509-588-2077 (Work)
509-727-5581 (Cell)

(For capital projects or programs in operation for less than three years only) Provide a letter of reference and good standing from the bank where your organization does its banking.

Not applicable – not a capital project request

Provide copies of your current bylaws and conflict of interest policy (as approved by the IRS for your 501(c)3 or 501(c)4 registration).

Note: Because we are a public agency of the State of Washington, we are bound by all of the codified laws and regulations contained in the Washington Administrative Code (WAC) and Revised Code of Washington (RCW). Specifically, we adhere to the State Ethics in Public Service Act as outlined in RCW 42.52 in its entirety which generally addresses conflicts of interest, improper use of state resources, compensation for outside activities, and gifts. We also follow all of the common school provisions outlined in RCW 28A and are reviewed and audited by the office of the superintendent of public instruction (OSPI) and the state auditor's office regularly.

Please include all of the following with your submittal, saved in PDF format.

Attachment E – W9 Form
Attachment F – Tax Statement Letter
Attachment G – Debarment and Criminal History Certification

**Exhibit C
Project Budget Worksheet**

Activity for 2016	Salary	Benefits	Materials	Services	Description
Grant Manager Salary	\$1,314.00	\$372.00			Leverage fund - provided by district
Facility costs				\$1,314.00	Leverage fund - provided by district
Payroll processing costs				\$131.00	Leverage fund - provided by district
Site Coordinator Training				\$438.00	Leverage fund - provided by district
Total Leverage Fund provided by District	\$3,569.00				
2016 KBCPP Site Coordinator	\$12,000.00	\$4,800.00			Requested from Grant
Equipment and Supplies			\$5,000.00		Requested from Grant
Parenting Class Cost				\$5,000.00	Requested from Grant
Total Funding Request from Grant for (2016)	\$26,800.00				(Prorated amount from August - December 2016)
Activity for 2017	Salary	Benefits	Materials	Services	Description
Grant Manager Salary	\$3,000.00	\$850.00			Leverage fund - provided by district
Facility costs				\$3,000.00	Leverage fund - provided by district
Payroll processing costs				\$300.00	Leverage fund - provided by district
Site Coordinator Training				\$1,000.00	Leverage fund - provided by district
Total Leverage Fund provided by District	\$8,150.00				
2016 KBCPP Site Coordinator	\$27,400.00	\$10,960.00			Requested from Grant
Equipment and Supplies					Requested from Grant
Parenting Class Cost				\$5,000.00	Requested from Grant
Total Funding Request from Grant for (2017)	\$43,360.00				(January - December 2017)
Activity for 2018	Salary	Benefits	Materials	Services	Description
Grant Manager Salary	\$3,000.00	\$850.00			Leverage fund - provided by district
Facility costs				\$3,000.00	Leverage fund - provided by district
Payroll processing costs				\$300.00	Leverage fund - provided by district
Site Coordinator Training				\$1,000.00	Leverage fund - provided by district
Total Leverage Fund provided by District	\$8,150.00				
2016 KBCPP Site Coordinator	\$27,400.00	\$10,960.00			Requested from Grant
Equipment and Supplies					Requested from Grant
Parenting Class Cost				\$5,000.00	Requested from Grant
Total Funding Request from Grant for (2018)	\$43,360.00				(January - December 2018)
<p>Note: Part of the Site Coordinator's job description will be to seek out additional partnership opportunities for no cost or low cost to add value to our KBCPP program.</p>					

**Exhibit D
Invoice**

Kiona-Benton City School District

1105 Dale Ave.
Benton City WA 99320
Phone 509-588-2000 Fax 509-588-5580



INVOICE

**INVOICE #
DATE:**

TO:
Benton County Gang and Crime Prevention Program
Attn: Loretta Smith Kelty
PO Box 190
Prosser, WA 99350

FOR:
Reimbursement for contracted costs for Kiona-Benton
Crime Prevention Program

DESCRIPTION	AMOUNT
TOTAL	

Make all checks payable to Kiona-Benton City Schools
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Kim Scott, Exec Director of Finances or Mona Van Hollebeke 588-2000.

Thank you for your business!