

Jerome Delvin  
District 1  
Shon Small  
District 2  
James Beaver  
District 3

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

## AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, July 26, 2016 Benton County Courthouse, Prosser, WA

9:00 AM Call to Order  
Approval of Minutes  
❖ July 19, 2016 Board Meeting

To view items in detail, please  
click on the highlighted area.

Review Agenda

Consent Agenda

### Facilities

a. Line Item Transfer, Fund No. 0000-101, Dept. 110

### Fairgrounds

b. Contract w/Apollo Sheet Metal, Inc. for Installation of Lennox Unit

c. Contract w/Big D's Construction of Tri-Cities, Inc. for Installation of Water Supply System

### Human Services

d. Amendment D w/WA State Dept of Commerce, Community Services & Housing Division

e. Termination Letter for Greater Columbia Behavioral Health Contracts

### Juvenile

f. Contract w/J Blanco for Functional Family Therapy

g. Payment Authorization to Tyco SimplexGrinnell System for Fire Alarm Monitoring

### Public Safety

h. Agreement w/Safe Harbor Crisis Nursery for My Friends Place for Overnight Youth Shelter

### Public Works

i. Line Item Transfer, Fund No. 0101-101, Dept. 500

### Sheriff

j. Line Item Transfer, Fund No. 0000-101, Dept. 125

k. Agreement w/City of Kennewick for Use of Kennewick Firearms Range Facility

l. Contract Extension w/Energy Northwest for Law Enforcement Services

Public Hearing (*hearing to be cancelled*)

Supplemental Appropriation ~ L Smith Kelty

### Scheduled Business

LFO Impact Update ~ L Smith-Kelty & Team

Road Construction Closure ~ M Rasmussen

Old Engineering Building Renovation Design ~ F Bowen

Quarterly Finance Update ~ P Schut

**Unscheduled Visitors**  
**Other Business**

**Executive Session**

Pending Litigation ~ R Brown

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, July 19, 2016, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman Shon Small  
Commissioner Jerome Delvin  
Commissioner James Beaver  
County Administrator David Sparks  
Clerk of the Board Cami McKenzie

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; County Engineer Matt Rasmussen; Assistant County Engineer Robert Blain; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Auditor Brenda Chilton; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Shyanne Faulconer, Community Programs/PR Coordinator; Judge Bob Swisher; DPA Ryan Lukson; Judge Alex Ekstrom; Superior Court Administrator Pat Austin; Public Services Administrator Fred Bowen; WSU/Benton County Manager Marianne Ophardt; WSU/Benton County Gwen-Alyn Hoheisel, WSU Benton County; Clark Posey, Planning.

**Approval of Minutes**

The Minutes of July 12, 2016 were approved.

**Consent Agenda**

**MOTION:** Commissioner Delvin moved to approve the consent agenda items “a” through “p”. Commissioner Beaver seconded and upon vote, the Board approved the following:

**Commissioners**

- a. Closing Funds & Adding Replacement Funds to ICMA Retirement Corporate Accounts

**Juvenile**

- b. 1<sup>st</sup> Amended Agreement w/NCourt LLC
- c. Grant Application w/DSHS for Juvenile Detention Alternatives Initiative

**Office of Public Defense**

- d. District Court Public Defense Services Agreement w/M Prince
- e. District Court Public Defense Services Agreement w/A Pechtel for Overflow Cases
- f. Amended Public Defense Services Interlocal Agreement w/City of W Richland for Billing of Costs w/Mental Health Court
- g. Amended Public Defense Services Interlocal Agreement w/City of Prosser for Billing of Costs w/Mental Health Court

**Public Safety**

- h. Agreement w/Kiona-Benton City School District for Crime Prevention Program

**Public Works**

- i. Establishing New Speed Limit on Clodfelter Road
- j. Contract w/ B.C.V., for Hanks Road & CR12 Pathway Asphalt Repair
- k. Accepting Work Performed by B.C.V., for Fall 2015 Crack Seal Project
- l. Accepting Work Performed by Fowler General Construction for Kennewick Maintenance Facility

**Sheriff**

- m. Salary Request Statement
- n. Salary Request Statement
- o. Salary Request Statement

**Treasurer**

- p. Approval of Disbursements from the Historical Preservation Fund

**Benton County IT Interlocal Agreement**

Judge Swisher, Judge Ekstrom and Pat Austin updated the Board on the IT interlocal agreement with Franklin County. Ms. Austin said they had been working since last summer with the counties to arrive at an interlocal satisfactory to both counties based on what they needed to accomplish their daily business as a bi-county judicial district. She said they were not involved in the financial information but were working with Loretta Smith Kelty, Keith Johnson and IT staff in both counties. She said it was currently out for final legal review and they were getting close to bringing it to the Board for its review.

Judge Ekstrom discussed the IGN network (like a pipeline) and said the best explanation was there was more data going into Benton County so the issue was to decide what the equitable arrangement was between the two counties. He said their sum total of the interest in the matter was that they be able to do their job efficiently.

Ms. Smith Kelty said one of the questions was whether they wanted to still continue with Odyssey, which is what Franklin County was using.

Commissioner Delvin said his bottom line was to make sure Franklin County was paying its share. Chairman Small agreed and said he wanted to make sure Benton County was not subsidizing Franklin County.

Commissioner Beaver asked about size of “pipeline” and Ms. Austin said they requested that Benton County’s be increased and it was increased at the State’s cost.

Mr. Sparks said he thought they were looking at taking Superior Court to the cloud and not using the Benton County server and creating one specific for Superior Court so it would be joint owned with joint liabilities and joint responsibility for public records. Ms. Austin said it was her understanding that IT was testing that method with another department before moving the Courts to it. She added they did not disagree with that method but were told it could not be accomplished by December.

Mr. Sparks said he would talk with IT to get a status on that and he wanted to see it addressed in the agreement that there was funding to make it happen when it was ready.

Judge Swisher added he thought maybe the agreement should be between the Courts and the cloud server.

The Board agreed to move forward and include provisions for including cloud storage for Superior Court in the agreement.

### **WSU Update**

Marianne Ophardt announced she would be retiring effective October 31, 2016 and that WSU Extension would be appointing Gwen-Alyn Hoheisel to administrate the extension office.

Ms. Ophardt updated the Board on the following:

- Community gardening (Plant a Row for the Hungry) doing well - raised \$11,000
- Grant for \$10,000 for United Way to build more food gardens
- Juvenile Justice garden – benefits to the community
- Census of Agriculture –Eastern WA largest producer of organic apples in the United States

Ms. Hoheisel updated the Board on the following:

- Viticulture/Fruit Trees
- Impact reports
- Exotic pests – large impacts on the industry; have a team with a multi-million grant for research team; training master gardeners as first detector network to identify these bugs; delivering the same education to the growers;
- Specialty crop research grant

### **Other Business**

Mr. Sparks referred to item “a” on the consent agenda regarding ICMA and said it was pretty significant. He gave credit to Ryan Brown for his work on the issue and said it would drastically reduce the fees the employees had to pay. He said as an example, if you had \$10,000 saved (in an index fund), the new fee paid would be \$5/year. He said by comparison, the NACO program would require the employee pay \$122/year for the same amount of money. He said the County may need to look at NACO and request it match this ICMA program or consider moving away from NACO. He said that Personnel also needed to let employees know about this program, especially the ones that had their money with NACO.

The Board recessed at 9:40 a.m. for approximately five minutes and Mr. Lukson said the Board could potentially make a decision after the executive session.

The Board came back into session at 9:47 a.m.

**Executive Session – Potential Litigation**

The Board went into executive session at 9:47 a.m. with DPA Ryan Lukson regarding potential litigation for approximately 10 minutes. Also present were David Sparks, Loretta Smith Kelty, Ryan Brown, and Cami McKenzie. The Board came out at 9:56 a.m. Mr. Lukson stated the Board discussed potential litigation and took no action.

**MOTION:** Commissioner Beaver moved to authorize the PA’s office to file a complaint for declaratory relief on behalf of the County against Christopher Hupy regarding his request for judicial emails. Commissioner Delvin seconded and upon vote, the motion carried.

**Vouchers**

Check Date: 07/11/2016

P-Cards: #0716  
Total all funds: \$282,017.01

Check Date: 07/15/2016

Checks #: 142382-142522  
Total all funds: \$625,656.55

Transfers #: 7151601-7151617  
Total all funds: \$1,865,713.44

Payroll Draw Checks  
Warrant #: 239797-239800  
Direct Deposit #: 115924-116105  
Total all funds: \$109,080.74

Payroll Deductions/Transfers  
Taxes #: 101160715  
Total all funds: \$35,978.89

Total amounts approved by fund can be reviewed in the Benton County Auditor’s Office.

**Resolutions**

- 2016-560: Closing Funds & Adding Replacement Funds to ICMA Retirement Corporate Accounts
- 2016-561: 1<sup>st</sup> Amended Agreement w/NCourt LLC
- 2016-562: Grant Application w/DSHS for Juvenile Detention Alternatives Initiative
- 2016-563: District Court Public Defense Services Agreement w/M Prince
- 2016-564: District Court Public Defense Services Agreement w/A Pechtel for Overflow Cases

- 2016-565: Amended Public Defense Services Interlocal Agreement w/City of W Richland for Billing of Costs w/Mental Health Court
- 2016-566: Amended Public Defense Services Interlocal Agreement w/City of Prosser for Billing of Costs w/Mental Health Court
- 2016-567: Agreement w/Kiona-Benton City School District for Crime Prevention Program
- 2016-568: Establishing New Speed Limit on Clodfelter Road
- 2016-569: Contract w/ B.C.V., for Hanks Road & CR12 Pathway Asphalt Repair
- 2016-570: Accepting Work Performed by B.C.V., for Fall 2015 Crack Seal Project
- 2016-571: Accepting Work Performed by Fowler General Construction for Kennewick Maintenance Facility
- 2016-572: Approval of Disbursements from the Historical Preservation Fund

There being no further business before the Board, the meeting adjourned at approximately 9:56 a.m.

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Clerk of the Board

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Chairman

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 110.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor

C. McKenzie

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518-302	4931	Contingency	\$35,000	518-302	3135	Maintenance/Repair Supplies	\$15,000
				518-302	4804	Repair/Maintenance Other	\$10,000
				518-302	4102	Contracts	\$10,000
TOTAL			\$35,000	TOTAL			\$35,000

Explanation:

**Facilities/Jail Support - Need a line item transfer from contingency - estimated for next 3 months.**

Prepared by:

Date:

Approved

Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

b. Contract w/Apollo Sheet Metal, Inc. for Installation of Lennox Unit

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date 07/19/16	Execute Contract	<u>  X  </u>
Subject: Apollo Sheet Metal	Pass Resolution	<u>  X  </u>
Prepared by: J. Donley	Pass Ordinance	_____
Reviewed by: P.Schut	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>  X  </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

**BACKGROUND INFORMATION**

The Benton County Fairgrounds solicited quotes from the following companies for the installation of a new HVAC system to replace the current system in Building 15 at the Benton County Fairgrounds.

- Total Energy Management, Inc. – Richland, WA. - \$11,734.23 including w.s.s.t
- M. Campbell & Company, Inc. - Pasco, WA. - \$10,713.39 including w.s.s.t
- Apollo Sheet Metal, Inc. – Kennewick, WA. – \$10,500.54 including w.s.s.t

Proposals were reviewed and the recommendation is to move forward with a contract for said services with Apollo Sheet Metal, Inc. as the lowest bidder.

**RECOMMENDATION**

Approve the attached Resolution and Contract between Benton County and Apollo Sheet Metal, Inc.

**FISCAL IMPACT**

Not to exceed \$10,500.54 including W.S.S.T to be paid from Fairgrounds O & M 0124101

**MOTION**

Move to approve the attached contract between Benton County and Apollo Sheet Metal, Inc.

# RESOLUTION

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

**IN THE MATTER OF A CONTRACT BETWEEN BENTON COUNTY AND APOLLO SHEET METAL, INC., FOR INSTALLATION OF A NEW LENNOX REPLACEMENT UNIT IN BUILDING 15 AT THE BENTON COUNTY FAIRGROUNDS**

**WHEREAS**, Per Resolution 2012-677, any public works services or materials involving less than \$40,000 may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

**WHEREAS**, proposals were solicited and received from the following contractors:

- **Total Energy Management, Inc. – Richland, WA. - \$11,734.23 including w.s.s.t**
- **M. Campbell & Company, Inc. - Pasco, WA. - \$10,713.39 including w.s.s.t**
- **Apollo Sheet Metal, Inc. – Kennewick, WA. – \$10,500.54 including w.s.s.t**

And;

**WHEREAS**, the Benton County Fairgrounds Office Manager reviewed the quotes and recommends awarding the installation of a new Lennox replacement unit in Building 15 at the Benton County Fairgrounds to Apollo Sheet Metal, Inc. as the lowest bidder for an amount not to exceed \$10,500.54 including W.S.S.T. **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agrees with the recommendation and awards the installation of a new Lennox replacement unit in Building 15 at the Benton County Fairgrounds to Apollo Sheet Metal, Inc., for a contract amount not to exceed \$10,500.54 including W.S.S.T; and

**BE IT FURTHER RESOLVED** the contract shall begin upon execution by both parties and expire on December 31st, 2016; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the service agreement attached hereto.

**Dated this . . . . . day of . . . . . , 20 . . . .**

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

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

\_\_\_\_\_  
**Member**

**Attest:** .....  
**Clerk of the Board**

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

**PUBLIC WORKS 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, Washington 99350 (hereinafter "COUNTY"), and **APOLLO SHEET METAL, INC.**, a corporation organized under the laws of the state of Washington with its principal offices at 1207 W. Columbia Drive, Kennewick, Washington 99354, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of these terms and conditions and the following documents:

- a. Exhibit A - Scope of Work/Compensation (Bid from Apollo Sheet Metal)
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by both parties and shall expire on December 31, 2016. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide and install a new Lennox heating and air unit in Building 15 at the Benton County Fairgrounds, 1500 South Oak Street, Kennewick, Washington 99337, in accordance with the scope of work set forth in Exhibit A (attached hereto and incorporated by reference), as well as remove and properly dispose of the existing

unit. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under state or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to CONTRACTOR leaving the work site.

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

#### **4. CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:

Gene Batey  
1207 W. Columbia Drive  
Kennewick, WA 99336  
Phone: 509-586-1104  
Fax: 509-582-6590

b. For COUNTY:

John Donley  
1500 S. Oak Street  
Kennewick, WA 99337  
Phone: 509-222-3751  
Fax: 509-582-1894  
Email: john.donley@co.benton.wa.us

**5. COMPENSATION**

- a. The CONTRACTOR shall be paid an amount not to exceed Ten Thousand Five Hundred Dollars and Fifty-Four Cents (\$10,500.54), in accordance with the budget set forth in Exhibit A, to provide and install a new Lennox heating and air unit in Building 15 at the Benton County Fairgrounds, as described in Section 3 of this Contract. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract may not exceed Ten Thousand Five Hundred Dollars and Fifty-Four Cents (\$10,500.54) including W.S.S.T. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this Contract or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to

COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

**6. INVOICING**

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in Section 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY'S satisfaction. COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

**7. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment

signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

**8. 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, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. In the event of the concurrent negligence of the CONTRACTOR, its subcontractors, employees or agents, and the COUNTY, its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its subcontractors, employees and 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 work hereunder. CONTRACTOR'S obligations under this Section 8 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. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

## 9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following insurance:

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

\$3,000,000 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 8. 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 Professional Liability, 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 9 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.

**10. PERFORMANCE BOND**

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain fifty percent (50%) of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this Contract.

**11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse, 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. 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.

### **14. CHOICE OF LAW AND JURISDICTION**

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

Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

**18. 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 race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

**19. DISPUTES**

Disputes over the CONTRACTOR'S performance shall be promptly addressed in writing by the aggrieved party 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.

**20. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

The CONTRACTOR shall perform the services under 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 written consent of the COUNTY.

**21. ENTIRE AGREEMENT**

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

**22. 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 Section 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective 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.

**23. 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 the 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.

**24. 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 regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

**25. 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.

## **26. 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, provisions for indemnification; insurance; non-waiver, inspection of books and records, choice of law, compliance with laws; litigation hold; and the Public Records Act.

## **27. 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.

**- This section was intentionally left blank -**

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

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

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

Date: 7/7/66

**Benton County**

**Apollo Sheet Metal, Inc.**

\_\_\_\_\_  
Chairman  
Benton County Commissioner

Gene Batay  
Signature

Approved as to Form

Project Manager  
Title

Richard D. Dush  
Civil Deputy Prosecuting Attorney

Gene Batay  
PRINTED NAME



**Apollo Sheet Metal, Inc.**

WA Reg. No. APOLLSM187MK OR CCB No. 56241

PO Box 7287  
1207 W. Columbia Drive  
Kennewick, WA 99336  
Ph 509-586-1104  
Fax 509-582-6590  
[www.apollo-sm.com](http://www.apollo-sm.com)

March 9, 2016

Benton County  
7122 W Okanogan  
Kennewick, Wa 99336

Re: Fairgrounds office Bldg

- Apollo Sheet Metal Inc proposes the following installation.
- Remove existing unit and dispose.
- Install a new Lennox replacement unit.
- High and low voltage electrical connections.
- All necessary duct work transitions.
- Complete start up and operational checks.

Price \$ 9,669.00 Plus tax. Authorized signature \_\_\_\_\_

\$ 10,500.34

Any questions please call,

Thanks Gene Batey

State of Washington  
Department of Labor & Industries  
Prevailing Wage Section - Telephone 360-902-5335  
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 6/3/2016

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Benton	Refrigeration & Air Conditioning Mechanics	Journey Level	\$31.16		1	
Benton	Roofers	Journey Level	\$20.85		1	

c. Contract w/Big D's Construction of Tri-Cities, Inc. for Installation of Water Supply System

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date 07/26/16	Execute Contract	<u>  X  </u>
Subject: Big D's	Pass Resolution	<u>  X  </u>
Prepared by: J. Donley	Pass Ordinance	<u>      </u>
Reviewed by: P.Schut	Pass Motion	<u>      </u>
	Other	<u>      </u>
	Consent Agenda	<u>  X  </u>
	Public Hearing	<u>      </u>
	1st Discussion	<u>      </u>
	2nd Discussion	<u>      </u>
	Other	<u>      </u>

**BACKGROUND INFORMATION**

The Benton County Fairgrounds solicited quotes from the following companies for the installation of a new fresh water supply system to replace the current system in the horse facility at the Benton County Fairgrounds.

- Sharpe & Preszler Construction, Inc. – Kennewick, WA. - \$18,711.78 including w.s.s.t
- Bestebreur Bros. Construction, Inc. - Pasco, WA. - \$30,693.62 including w.s.s.t
- 2F Enterprises – Kennewick, WA. – \$21,177.00 including w.s.s.t
- Bauder Excavation – Benton City, WA - \$17,376.00 including w.s.s.t
- Campbell Shaffer, LLC – Spanaway, WA - \$16,290.00 including w.s.s.t
- TTap Construction – Kennewick, WA - \$15,584.10 including w.s.s.t
- Allstar Construction Group, Inc. – West Richland, WA - \$30,594.26 including w.s.s.t
- Goodman & Mehlenbacher – Kennewick, WA - \$24,652.20 including w.s.s.t
- Silverline Electric & Plumbing – Kennewick, WA - \$29,158.72 including w.s.s.t
- Big D's Construction of Tri-Cities, Inc. – Pasco, WA - \$13,792.20 including w.s.s.t

Proposals were reviewed and the recommendation is to move forward with a contract for said services with Big D's Construction of Tri-Cities, Inc. as the lowest bidder.

**RECOMMENDATION**

Approve the attached Resolution and Contract between Benton County and Big D's Construction of Tri-Cities, Inc.

**FISCAL IMPACT**

Not to exceed \$13,792.20 including W.S.S.T to be paid from Fairgrounds O & M 0124101

**MOTION**

Move to approve the attached contract between Benton County and Big D's Construction of Tri-Cities, Inc.

# RESOLUTION

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

**IN THE MATTER OF A CONTRACT BETWEEN BENTON COUNTY AND BIG D’S CONSTRUCTION OF TRI-CITIES, INC., FOR INSTALLATION OF A FRESH WATER SUPPLY SYSTEM AT THE BENTON COUNTY FAIRGROUNDS**

**WHEREAS**, Per Resolution 2012-677, any public works services or materials involving less than \$40,000 may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

**WHEREAS**, proposals were solicited and received from the following contractors:

- **Sharpe & Preszler Construction, Inc. – Kennewick, WA. - \$18,711.78 including w.s.s.t**
- **Bestebreur Bros. Construction, Inc. - Pasco, WA. - \$30,693.62 including w.s.s.t**
- **2F Enterprises – Kennewick, WA. – \$21,177.00 including w.s.s.t**
- **Bauder Excavation – Benton City, WA - \$17,376.00 including w.s.s.t**
- **Campbell Shaffer, LLC – Spanaway, WA - \$16,290.00 including w.s.s.t**
- **TTap Construction – Kennewick, WA - \$15,584.10 including w.s.s.t**
- **Allstar Construction Group, Inc. – West Richland, WA - \$30,594.26 including w.s.s.t**
- **Goodman & Mehlenbacher – Kennewick, WA - \$24,652.20 including w.s.s.t**
- **Silverline Electric & Plumbing – Kennewick, WA - \$29,158.72 including w.s.s.t**
- **Big D’s Construction of Tri-Cities, Inc. – Pasco, WA - \$13,792.20 including w.s.s.t**

And;

**WHEREAS**, the Benton County Fairgrounds Office Manager reviewed the quotes and recommends awarding the installation of a fresh water supply system at the Benton County Fairgrounds to Big D’s Construction of Tri-Cities, Inc. as the lowest bidder for an amount not to exceed \$13,792.20 including W.S.S.T. **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agrees with the recommendation and awards the installation of a fresh water supply system at the Benton County Fairgrounds to Big D’s Construction of Tri-Cities, Inc., for a contract amount not to exceed \$13,792.20 including W.S.S.T; and

**BE IT FURTHER RESOLVED** the contract shall begin upon execution by both parties and expire on December 31st, 2016; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the service agreement attached hereto.

**Dated this . . . . . day of . . . . ., 20 . . . .**

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

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

\_\_\_\_\_  
**Member**

**Attest: . . . . .**  
**Clerk of the Board**

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

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

**THIS CONTRACT** is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices located at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BIG D'S CONSTRUCTION OF TRI-CITIES, INC.**, a corporation organized under the laws of the State of Washington with its principal offices located at 3902 N. Swallow Avenue, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of these terms and conditions and the following documents:

- a. Exhibit A - Benton County Fairgrounds Waterline Construction Plans
- b. Exhibit B - Big D's Construction of Tri-Cities, Inc. Bid and Scope of Work
- c. Exhibit C - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by both parties and shall expire on July 31, 2016. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide the installation of a fresh water supply system at the Benton County Fairgrounds per the Benton County Fairgrounds Waterline Construction Plans, attached hereto as Exhibit A and incorporated by reference, and Big D's Bid and Scope of Work, attached hereto as Exhibit B and incorporated by reference. In the

event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to Contractor leaving the work site.

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

#### **4. CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:  
Mark Montgomery  
3902 N. Swallow Avenue  
Pasco, WA 99301  
Phone: 509-542-8322  
Email: office@bigdsconstruction.net

b. For COUNTY:

John Donley  
1500 S. Oak Street  
Kennewick, WA 99337  
Phone: 509-222-3751  
Fax: 509-582-1894  
Email: john.donley@co.benton.wa.us

**5. COMPENSATION**

- a. The CONTRACTOR shall be paid for the installation of a fresh water supply system at the Benton County Fairgrounds, as provided in Section 3 of this Contract, in accordance with CONTRACTOR's bid and scope of work set forth in Exhibit B. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- b. The total amount payable by the COUNTY to the CONTRACTOR under this Contract is not to exceed Thirteen Thousand Seven Hundred Ninety-Two Dollars and Twenty Cents (\$13,792.20) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the services portion of this Contract reaches eighty percent (80%) of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages

in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY'S contract representative. At the completion of all work contemplated by this Contract or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY'S contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

## **6. INVOICING**

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in Section 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY'S satisfaction. COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

## **7. AMENDMENTS AND CHANGES IN WORK**

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

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

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

**8. 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, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. In the event of the concurrent negligence of the CONTRACTOR, its subcontractors, employees or agents, and the COUNTY, its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its subcontractors, employees and 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 work hereunder. CONTRACTOR'S obligations under this Section 8 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. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

## **9. INSURANCE**

The CONTRACTOR shall obtain and maintain continuously, the following insurance:

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the 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. **A 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 8. 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 Professional Liability, 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 9 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.

#### **10. PERFORMANCE BOND**

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain fifty percent (50%) of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution 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. 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.

**14. CHOICE OF LAW AND JURISDICTION**

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.

**15. 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.

**16. TERMINATION**

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 actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

**17. COMPLIANCE WITH LAWS AND PREVAILING WAGES**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit C shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for

CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contacting the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

**18. 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 race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

**19. DISPUTES**

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party 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.

**20. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

The CONTRACTOR shall perform the services under 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 written consent of the COUNTY.

**21. ENTIRE AGREEMENT**

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

**22. 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 Section 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective 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.

**23. 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 the 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.

**24. 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 regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that

CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

**25. 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.

**26. 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, provisions for hold harmless and indemnification (Section 8); insurance (Section 9); non-waiver of rights (Section 11); inspection of books and records (Section 13); choice of law (Section 14); compliance with laws (Section 17); litigation hold (Section 24); and the Public Records Act (Section 25).

**27. 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.

**- This section was intentionally left blank -**

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

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

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

Date: 7-14-16

**Benton County**

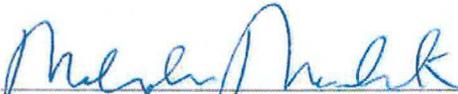
**Big D's Construction of  
Tri-Cities, Inc.**

\_\_\_\_\_  
Chairman  
Benton County Commissioner

  
Signature

Approved as to Form

President  
Title:

  
Civil Deputy Prosecuting Attorney

Duane Howard  
PRINTED NAME

# BENTON / FRANKLIN FAIRGOUNDS WATER LINE IMPROVEMENTS

CONSTRUCTION PLANS  
T 8N, R 30E, WM  
BENTON COUNTY, WASHINGTON

## INDEX

SHEET TITLE	SHEET NUMBER
CONSTRUCTION PLANS.....	1

**LEGEND**

ROAD CENTERLINE:

EDGE OF EXISTING ROAD:

SECTION LINE:

PROPOSED WATER LINE:

EXISTING WATER MAIN:

GRASS AREA:

WATER VALVE:

FROST FREE HYDRANT:

BACK FLOW PREVENTION:

**UTILITIES**

APPROXIMATE OVERHEAD POWER:

APPROXIMATE POWER POLE:

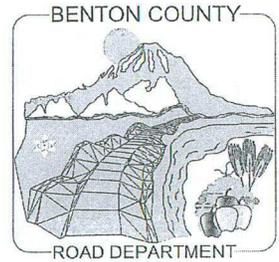
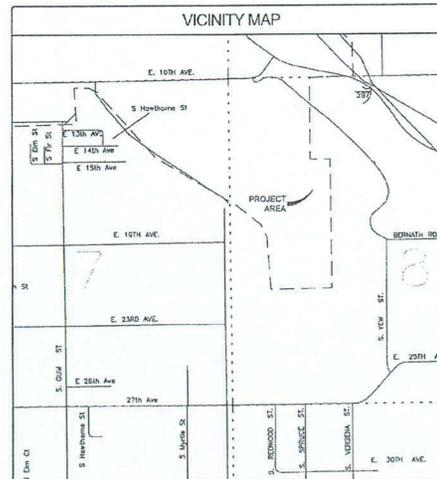


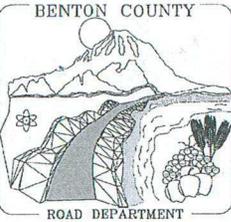
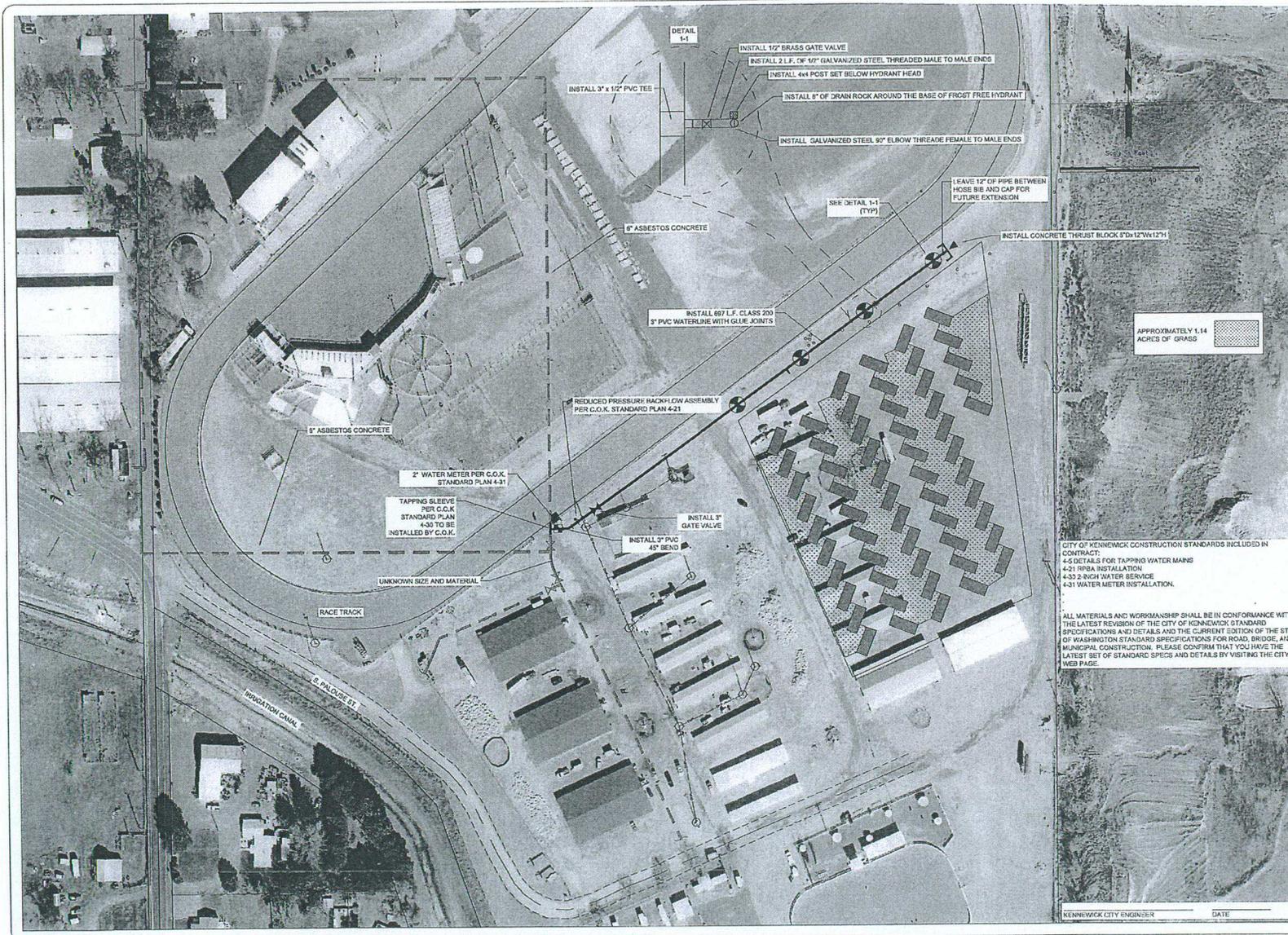
Exhibit A

PREPARED UNDER THE  
DIRECTION OF & APPROVED BY  
THE BENTON COUNTY ENGINEER:



3/10/16





ROAD DEPARTMENT

**FAIRGROUNDS  
WATERLINE**

PREPARED UNDER  
THE DIRECTION OF  
& APPROVED BY:



**BENTON COUNTY  
ENGINEER**  
DATE: 3/10/16

CALL TWO WORKING DAYS  
BEFORE YOU DIG  
1-800-424-5555

ALL UNDERGROUND UTILITIES AND STRUCTURES  
ARE NOT SHOWN. THE LOCATION OF THOSE  
SHOWN ARE APPROXIMATE. THE CONTRACTOR  
IS RESPONSIBLE TO FIELD VERIFY BOTH  
UNDERGROUND & ABOVE GROUND EXISTING  
CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION  
OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

**SITE PLAN**

**SHEET 1 OF 1**

APPROXIMATELY 1.14  
ACRES OF GRASS

CITY OF KENNEWICK CONSTRUCTION STANDARDS INCLUDED IN  
CONTRACT:  
4-5 DETAILS FOR TAPPING WATER MAINS  
4-21 RPIA INSTALLATION  
4-33 2 INCH WATER SERVICE  
4-31 WATER METER INSTALLATION.

ALL MATERIALS AND WORKMANSHIP SHALL BE IN CONFORMANCE WITH  
THE LATEST REVISION OF THE CITY OF KENNEWICK STANDARD  
SPECIFICATIONS AND DETAILS AND THE CURRENT EDITION OF THE STATE  
OF WASHINGTON STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND  
MUNICIPAL CONSTRUCTION. PLEASE CONFIRM THAT YOU HAVE THE  
LATEST SET OF STANDARD SPECS AND DETAILS BY VISITING THE CITY'S  
WEB PAGE.

KENNEWICK CITY ENGINEER DATE

# Exhibit B

Benton County Facilities  
7122 W. Okanogan Place, Bldg. A  
Kennewick, WA 99336  
509-619-2698; 509-736-2708 (fax)  
[Fred.Bowen@co.benton.wa.us](mailto:Fred.Bowen@co.benton.wa.us)

## REQUEST FOR QUOTES FOR BENTON COUNTY FAIRGROUNDS: WATERLINE INSTALLATION

Benton County is seeking proposals from qualified Contractors to install approximately 700' of Class 200 - 3" PVC Waterline with 4 Frost Free Hydrants, 2" water meter, reduced pressure backflow preventer, and 3" Gate Valve. All work must be coordinated through the City of Kennewick Public Works Department. For more details please see Construction Plan (Exhibit A) and Application for Civil Review & Permitting (Exhibit B).

This is a prevailing wage job (Exhibit C). **DO NOT** include any charges for prevailing wage intent and affidavit forms filed with Washington State Dept. of Labor & Industries. Benton County agrees to reimburse the contractor actual expenses incurred for any prevailing wage filing fees.

CONTRACTOR NAME & ADDRESS/CONTACT PERSON	PHONE	CONTRACTOR LICENSE#	EMAIL
Big D's Construction of Tri-Cities, Inc	509-542-8322	UBI 603-070-788 BIGDSDC893DT	office@bigdsconstruction.net

DESCRIPTION	DOLLAR AMOUNT
Labor/Installation	\$6,700.00
Parts/Supplies	\$6,000.00
Total (w/out tax)	\$12,700.00

Please provide a quote to Fred Bowen by 3pm on April 29, 2016  
Public Service Administrator  
Benton County Facilities  
7122 W. Okanogan Pl Bldg A  
Kennewick, WA 99336

Office: 509-736-5600  
Fax: 509-619-2698  
[Dan.Waggoner@co.benton.wa.us](mailto:Dan.Waggoner@co.benton.wa.us)

### Requirements:

- Contractor shall be responsible for necessary tools and equipment to perform the job.
- Contractor agrees to the terms and conditions of the attached Public Works (Exhibit D) contract template by submitting a written quote.

# Exhibit C

State of Washington  
Department of Labor & Industries  
Prevailing Wage Section - Telephone 360-902-5335  
PO Box 44540, Olympia, WA 98504-4540

## Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

### Journey Level Prevailing Wage Rates for the Effective Date: 5/11/2016

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Benton	Laborers - Underground Sewer & Water	General Laborer & Topman	\$36.01	7B	1M	
Benton	Laborers - Underground Sewer & Water	Pipe Layer	\$36.55	7B	1M	
Benton	Plumbers & Pipefitters	Journey Level	\$78.33	6Z	1Q	

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p><b>Meeting Date:</b></p> <p><b>Subject:</b>  <u>Grant Number: 14-46107-001,</u>  <u>Amendment Number: D for the</u>  <u>Emergency Solutions Grant (ESG)</u>  <u>between Benton and Franklin Counties</u>  <u>Department of Human Services and</u>  <u>Washington State Department of</u>  <u>Commerce</u></p> <p><b>Prepared by:</b>                      Deena Horton, Admin Asst.-DHS</p> <p><b>Reviewed by:</b>                      Kyle Sullivan, Interim Administrator-                      DHS</p>	<p><b>Execute Amendment</b>     <u>  X  </u></p> <p><b>Pass Resolution</b>       <u>  X  </u></p> <p><b>Pass Ordinance</b>       <u>      </u></p> <p><b>Pass Motion</b>           <u>      </u></p> <p><b>Other</b>                   <u>      </u></p>	<p><b>Consent Agenda</b>       <u>  X  </u></p> <p><b>Public Hearing</b>         <u>      </u></p> <p><b>1st Discussion</b>        <u>      </u></p> <p><b>2nd Discussion</b>        <u>      </u></p> <p><b>Other</b>                   <u>      </u></p>

**BACKGROUND INFORMATION**

Washington State Department of Commerce currently contracts with Benton and Franklin Counties Department of Human Services to provide the Emergency Solutions Grant (ESG).

The purpose of ESG is to provide homelessness prevention assistance to households who would otherwise become homeless and to provide assistance to rapidly re-house persons who are experiencing homelessness.

The purpose of Amendment Number: D is extend the end date.

**COORDINATION**

Franklin County Prosecuting Attorney's Office  
 Kyle Sullivan, DHS  
 Tammie Smith, DHS

**SUMMARY**

**Award:** Unchanged  
**Period:** Date of Execution through June 30, 2017  
**Funding Source:** Washington State Department of Commerce

**RECOMMENDATION**

- Sign the Resolution to accept proposed amendment
- Approve proposed amendment by signing all the copies where indicated

**FISCAL IMPACT**

Funding for the services described in this amendment is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Grant Number: 14-46107-001, Amendment Number: D, for the Emergency Solutions Grant (ESG) with Washington State Department of Commerce, Community Services and Housing Division, Housing Assistance Unit, and to authorize the Chair to sign on behalf of the Board.

Signature 

# JOINT RESOLUTION

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

FRANKLIN COUNTY RESOLUTION NO. 2016 272

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING GRANT NUMBER: 14-46107-001 EMERGENCY SOLUTIONS GRANT (ESG), AMENDMENT NUMBER: D BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, COMMUNITY SERVICES AND HOUSING DIVISION, HOUSING ASSISTANCE UNIT AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES,**

**WHEREAS**, Washington State Department of Commerce currently contracts with Benton and Franklin Counties Department of Human Services to provide the Emergency Solutions Grant (ESG) approved by Benton County Resolution No. 2013-904 and Franklin County Resolution No. 2013 469; and

**WHEREAS**, the purpose of ESG is to provide homelessness prevention assistance to households who would otherwise become homeless and to provide assistance to rapidly re-house persons who are experiencing homelessness; and

**WHEREAS**, the purpose of Amendment Number: D is to extend the end date;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Benton County Commissioners and Franklin County Commissioners hereby accept the proposed Amendment Number: D and authorize Benton and Franklin Counties Department of Human Services to sign the Amendment Face Sheet; and

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of Franklin County Commissioners be, and hereby are, authorized to sign, on behalf of their respective county, Grant Number: 14-46107-001, Amendment Number: D, for the Emergency Solutions Grant (ESG) between Washington State Department of Commerce, Community Services and Housing Division, Housing Assistance Unit, and Benton and Franklin Counties Department of Human Services to extend the end date; and

**BE IT FURTHER RESOLVED**, that the Benton and Franklin Counties Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Emergency Solutions Grant (ESG); and

**BE IT FURTHER RESOLVED**, the term of the attached Amendment Number: D commences on the Date of Execution and ends on June 30, 2017.

Grant Number: 14-46107-001, Amendment Number: D  
between Washington State Department of Commerce,  
Community Services and Housing Division,  
Housing Assistance Unit and  
Benton and Franklin Counties Department of Human Services

Page Two

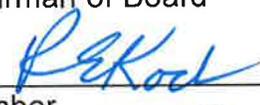
Dated this.....day of ....., 2016

Dated this...<sup>6<sup>th</sup></sup> day of ...**JULY**..., 2016

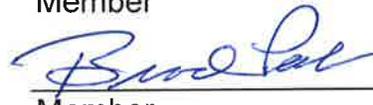
\_\_\_\_\_  
Chairman of Board

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

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

  
\_\_\_\_\_  
Member  
Constituting the Board of County  
Commissioners of Franklin County, Washington

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

Attest:   
Clerk of the Board

**Amendment**

Grant Number: 14-46107-001  
Amendment Number: D

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Emergency Solutions Grant (ESG)**

<b>1. Grantee</b> Benton & Franklin Counties Department of Human Services 7102 W. Okanogan Place, Suite 201 Kennewick, WA. 99336		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative (only if updated)</b> Tammie Smith Housing Program Specialist (509) 783-5284 ext 3916 Tammie.smith@co.benton.wa.us		<b>4. COMMERCE Representative (only if updated)</b>	
<b>5. Original Grant Amount (and any previous amendments)</b> \$549,143	<b>6. Amendment Amount</b>	<b>7. New Grant Amount</b> \$549,143	
<b>8. Amendment Funding Source</b> Federal: X State: Other: N/A:		<b>9. Amendment Start Date</b> July 1, 2016	<b>10. Amendment End Date</b> June 30, 2017
<b>11. Federal Funds (as applicable):</b> \$549,143	<b>Federal Agency:</b> Department of Housing and Urban Development (HUD)	<b>CFDA Number:</b> 14.231	
<b>12. Amendment Purpose:</b> The grant was amended to extend the end date.			
COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Guidelines for Emergency Solutions Grant (ESG) and ESG Application. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".			
<b>FOR GRANTEE</b>  _____ Signature  Kyle Sullivan Administrator _____ Print Name and Title  6/27/16 _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

**Amendment**

This Grant is **amended** as follows:

**Attachment B** is hereby revised to:

**Budget**

**Grant Term: 1/1/2014 – 6/30/2017**

**Grant Amount: \$549,143**

(Sum of actual expenditures may not exceed Grant Amount.)

<b>Activity Limits*</b>	<b>Administration Limit (up to 7.5% of Grant Amount)</b>	<b>Emergency Shelter Limit (up to 60% of Grant Amount)</b>	<b>Homelessness Prevention Limit (up to 40% of Grant Amount)</b>	<b>Rapid Re- housing Limit (up to 100% of Grant Amount)</b>
<b>Limit Amount</b> (sum of actual expenditures may not exceed Grant Amount)	\$41,186	\$329,486	\$219,657	\$549,143

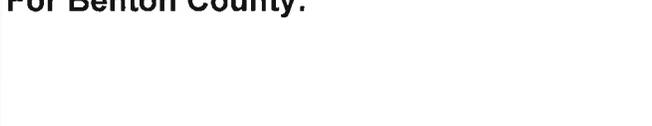
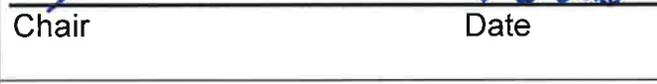
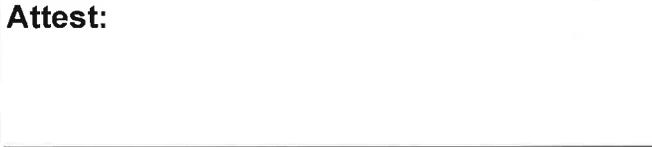
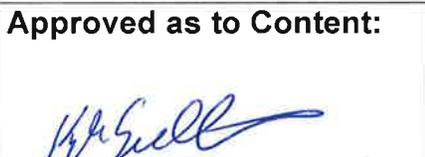
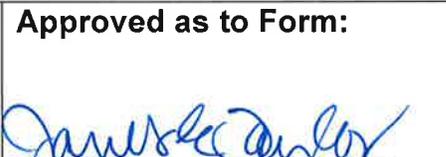
\*Activities are defined in the *Guidelines for Emergency Solutions Grant (ESG)*.

ALL OTHER TERMS AND CONDITIONS OF THIS GRANT INCLUDING ANY AMENDMENTS  
REMAIN IN FULL FORCE AND EFFECT.

Contract Number: 14-46107-001  
Amendment Number: D

Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Emergency Solutions Grant (ESG)

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment.

<b>For Benton County:</b>		<b>For Franklin County:</b>	
			
Chair	Date	Chair	Date
<b>Attest:</b>		<b>Attest:</b>	
			
Clerk of the Board		Clerk of the Board	
<b>Approved as to Content:</b>	<b>Approved as to Form:</b>	<b>Approved as to Form:</b>	
			
Dept. of Human Services	Benton Co Prosecutor's Office	Franklin Co Prosecutor's Office	

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Next Available	Execute Amendment <u>  X  </u>	Consent Agenda <u>  X  </u>
Subject:	Pass Resolution <u>  X  </u>	Public Hearing <u>      </u>
<u>Termination Notice Letter - CRU</u>	Pass Ordinance <u>      </u>	1st Discussion <u>      </u>
Prepared by:	Pass Motion <u>      </u>	2nd Discussion <u>      </u>
Deena Horton, Admin Assistant-DHS	Other <u>      </u>	Other <u>      </u>
Reviewed by:		
Kyle Sullivan, Administrator-DHS		

**BACKGROUND/SUMMARY INFORMATION**

Greater Columbia Behavioral Health currently contracts with Benton and Franklin Counties Department of Human services to operate State funded community behavioral health services.

The attached letter serves as notice of the Counties intent to terminate the following six agreements between Benton and Franklin Counties and GCBH: 1) Prepaid Inpatient Health Plan Agreements BCCPIHP16-00 and FCCPIHP16-00, 2) State Mental Health Agreements BCCRUS16-00 and FCCRUS16-00, and 3) Federal Block Grants BCCMHBG16-00 and FCCMHBG16-00

**COORDINATION**

Ryan Lukson—BCPA  
 Janet Taylor—FCPA  
 Kyle Sullivan—DHS

**SUMMARY**

**Period:** Notice of Termination is effective September 30, 2016 at 12:00 midnight  
**Funding Source:** Greater Columbia Behavioral Health

**RECOMMENDATION**

- Sign the resolution to accept the proposed Termination Letter Notice
- Approve the proposed Termination Letter Notice and resolution by signing all the copies where indicated

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing the Termination Letter Notice and Resolution, to notify Greater Columbia Behavioral Health, and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

FRANKLIN COUNTY RESOLUTION NO. 2016 289

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;

**TERMINATION OF SIX CONTRACTS WITH GREATER COLUMBIA BEHAVIORAL  
HEALTH AND REQUESTING BENTON AND FRANKLIN COUNTIES BE RELIEVED  
OF PROVIDING DIRECT MENTAL HEALTH CRISIS SERVICES**

**WHEREAS**, Benton and Franklin Counties Boards of Commissioners held a joint meeting June 30, 2016 where it was decided to terminate six contracts with Greater Columbia Behavioral Health (GCBH) and requesting Benton and Franklin Counties be relieved of providing direct mental health crisis services; and

**WHEREAS**, the attached correspondence serves as Notice of the Counties' intent to terminate the following six agreements with GCBH: *BCCPIHP16-00, FCCPIHP16-00, BCCRUS16-00, FCCRUS16-00, BCCMHBG16-00 and FCCMHBG16-00*;

**NOW, THEREFORE, BE IT RESOLVED**, the Boards of Commissioners for Benton and Franklin Counties hereby approve the termination correspondence which serves as Notice of the Counties' intent to terminate the following six agreements with GCBH: *BCCPIHP16-00, FCCPIHP16-00, BCCRUS16-00, FCCRUS16-00, BCCMHBG16-00 and FCCMHBG16-00*

**BE IT FURTHER RESOLVED**, the Termination Notice is effective September 30, 2016 at 12:00 midnight. If GCBH has not entered into an agreement with a suitable contactor to perform crisis services by October 1, 2016, the Counties' Notice of Termination is null and void, and the Counties will continue to perform crisis services pursuant to the above stated agreements until said agreement is entered into between GCBH and a third party contractor for crisis services.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Dated this 20 day of July, 2016

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

approved via phone  
\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member  
*Constituting the Board of County Commissioners,  
Benton County, Washington*

Brenda Lee  
\_\_\_\_\_  
Member  
*Constituting the Board of County Commissioners,  
Franklin County, Washington*

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board, Benton County

Karin Melham  
\_\_\_\_\_  
Clerk of the Board, Franklin County

# BENTON AND FRANKLIN COUNTIES

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## DEPARTMENT OF HUMAN SERVICES

Mary Garza, Contracts Coordinator  
Greater Columbia Behavioral Health  
101 N Edison St  
Kennewick, WA 99336

Ms. Garza,

The Benton and Franklin Counties Boards of Commissioners held a special bi-counties meeting on June 30, 2016, to discuss the future of Human Services. It was noted that crisis services, operated by the Counties, have been impacted to such an extent services may begin to suffer. Based on this information, both Boards of Commissioners approved sending a letter to Greater Columbia Behavioral Health (GCBH) requesting Benton and Franklin Counties be relieved of providing direct mental health crisis services. GCBH communicated to Kyle Sullivan, the administrator of the Counties' Department of Human Services, that a new service provider of its choosing could begin providing crisis services for the Counties by October 1, 2016. It is the goal of Benton and Franklin Counties to work with GCBH and the new crisis service provider in creating a seamless transition for crisis services for the population we serve to ensure their needs are met. To that effect, once a mental health crisis service provider is identified by GCBH, Benton and Franklin Counties Department of Human Services will work with them on developing a transition plan.

To effectuate the transition noted above, this letter serves as notice of the Counties intent to terminate the following six agreements between Benton and Franklin Counties and GCBH: 1) Prepaid Inpatient Health Plan Agreements BCCPIHP16-00 and FCCPIHP16-00, 2) State Mental Health Agreements BCCRUS16-00 and FCCRUS16-00, and 3) Federal Block Grants BCCMHBG16-00 and FCCMHBG16-00 pursuant to the Termination for Convenience clause Section 28 in the General Terms and Conditions Agreements BCCRUGTC16-00 and FCCRUGTC16-00 incorporated by reference into the above cited agreements. This notice of termination is effective September 30, 2016, at 12:00 midnight and is contingent on GCBH contracting with a suitable contractor of its choosing to perform crisis services for the Counties as of October 1, 2016. If GCBH has not entered into an agreement with a suitable contractor to perform crisis services by October 1, 2016, the Counties notice of termination is null and void, and the Counties will continue to perform crisis services pursuant to the above stated agreements until said agreement between GCBH and a third party contractor for crisis servicers is entered into.

If you have any questions please feel free to contact Kyle Sullivan at [kyle.sullivan@co.benton.wa.us](mailto:kyle.sullivan@co.benton.wa.us) or (509)737-3909.

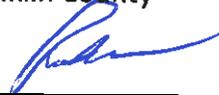
Dated this.....Day of.....2016

Dated this 20 Day of July.....2016

Benton County

Franklin County

\_\_\_\_\_  
Chairman, County Commissioner

  
\_\_\_\_\_  
Chairman, County Commissioner

\_\_\_\_\_  
Chair Pro Tem

approved via phone  
\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>MEETING DATE:</b> FC 7/13/16 BC 7/26/16	Executive Contract <u>xx</u>	PUBLIC HEARING
<b>SUBJECT:</b> Personal Service Contract with Julio Blanco	Pass Resolution <u>xx</u>	1ST DISCUSSION
<b>Prepared By:</b> Maria Loera	Pass Ordinance	2ND DISCUSSION
<b>Reviewed By:</b> Darryl Banks	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center contracted with Julio Blanco to provide Functional Family Therapy to youth as ordered by the Court from July 1, 2014 through June 30, 2016. The attached Personal Services Contract with Julio Blanco has been written to provide for the services as outlined in the Evidence Based Program Expansion contract between the Juvenile Court and the State of Washington.

**SUMMARY**

The attached Personal Services Contract commences on July 1, 2016 and expires on June 30, 2018.

**COORDINATION**

Coordination of the contract occurred as follows: Maria Loera, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney; Julio Blanco; and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Julio Blanco and Benton-Franklin Counties Juvenile Justice Center for services.

**FISCAL IMPACT**

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget. Amount not to exceed \$60,000.00 to be paid out of Current Expense Dept. 174. No Supplemental required.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the personal service contract with Julio Blanco.

**HANDLING/ROUTING**

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Maria Loera to disperse.

**I certify the above information is accurate and complete.**

Maria Loera

# JOINT RESOLUTION

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

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

**BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;**

**RE: IN THE MATTER OF AWARDING JULIO BLANCO A PERSONAL SERVICES CONTRACT FOR THE DELIVERY OF FUNCTIONAL FAMILY THERAPY**

**WHEREAS**, per resolution 2012-677, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, Benton and Franklin Counties had a contract with Julio Blanco from July 1, 2014 through June 30, 2016 via Benton County Resolution numbered 2014 477 and Franklin County Resolution numbered 2014 275; and

**WHEREAS**, the Juvenile Administrator recommends entering into a new Personal Services Contract;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Juvenile Administrator's recommendation and hereby awards the Personal Service Contract to Julio Blanco in an amount not to exceed \$60,000.00; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Personal Service Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences July 1, 2016 and expires on June 30, 2018.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2016  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2016  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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

**BENTON-FRANKLIN COUNTIES  
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 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and **Julio Blanco** with his principal office at 1010 Rd. 70, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

**1. DURATION OF CONTRACT**

The term of this Contract shall begin **July 1, 2016** and shall expire on **June 30, 2018**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**2. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The Contractor will provide Functional Family Therapy (FFT) to youth referred by the Counties in accordance with the FFT model. This includes, but is not limited to:
  1. Concepts and practice contained in the most recent Blueprints for Violence Prevention: Functional Family Therapy.
  2. Providing eligible moderate to high-risk youth and families with an average of twelve (12) sessions of family therapy that focuses on identifying obtainable goals and developing a behavior change program for the family.
  3. Acceptance of Clinical Guidance as supplied by FFT, Inc., including engaging with the FFT Consultant in formal telephonic and in-person consultation as determined by the FFT Consultant.
  4. Entry and monitoring of FFT clinical assessments and subsequent treatment plans of youth through FFT case-reporting system.

5. Providing FFT services in accordance with the FFT model and the Washington State FFT Project Quality Assurance and Improvement System/Plan, which is attached as Exhibit A to this Contract and incorporated herein by reference. This includes but is not limited to: the concepts and practice contained in the Functional Family Therapy Clinical Training Manual; the general precepts, practice, and assessment procedures contained in FFT Initial three-day training and the three two-day follow-up trainings.

6. Providing progress information on each youth/family served by the Contractor under this Contract as follows:

Upon completion of each FFT session the Contractor will send a written status report to the youth's Juvenile Probation Counselor (JPC).

No later than the 5<sup>th</sup> of each month, the Contractor will submit a written Session List to the Intervention Services Manager for each youth served under this Contract for the prior month, and upon successful completion or termination of a family from FFT services, the Contractor will submit a written final report to the Intervention Services Manager.

7. Participate in mutually agreed upon case staffing and program review meetings.

8. Maintain an approved level of proficiency with the FFT model as evaluated by the assigned FFT Consultant and the Juvenile Court Administrator.

9. Provide information on each FFT therapist's model adherence to the appropriate regional contact.

b. Additional FFT requirements include but are not limited to:

1. Youth served under this Contract shall be under the jurisdiction of the Benton-Franklin Counties Juvenile Justice Center during the FFT intervention. To assist in this supervision, the Contractor shall share pertinent information with the Counties and shall safeguard electronic and hard copy client information.

2. The Contractor shall meet monthly with the Counties' Intervention Prevention Service Manager or designee for program review.

3. Prior to services being initiated, the Contractor must receive a written referral for services by the Counties.
- c. The Contractor agrees to accept up to a full caseload of FFT clients on behalf of the Benton-Franklin Juvenile Justice Center.
- d. 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 COUNTIES.
- e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.
- h. The Contract acknowledges that prior to entering into this Contract it is in receipt of, and is familiar with, the FFT model, practices, procedures, materials, and training referenced herein.

### **3. 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: **Julio Blanco**  
1010 Rd. 70  
Pasco, WA 99301  
Phone: (509) 521-5597  
Email: [edenscounseling@yahoo.com](mailto:edenscounseling@yahoo.com)
- b. For COUNTIES: **Darryl Banks, Administrator**  
Benton-Franklin Juvenile Justice Center  
5606 W. Canal Place, Suite 106  
Kennewick, WA 99336  
Phone: (509) 222-2316  
E-mail: [darryl.banks@co.benton.wa.us](mailto:darryl.banks@co.benton.wa.us)

#### 4. COMPENSATION

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

- A. At the rate \$733.33 per family for the completion of each phase of the three (3) phase FFT Model, including engagement and motivation, behavior change and generalization, for a maximum of \$2200.00 per family for completion of all three (3) phases including additional hours for ancillary duties (as described by the FFT Model).
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Sixty Thousand Dollars (\$60,000.00).
- c. The Contractor may submit invoices to the Counties at the completion of each phase of the FFT model along with supporting documentation, which will include at a minimum the name of the youth and family, the completed phase for which the Contractor is requesting payment, and a copy of the Session List from the FFT Client Support System reflecting satisfactory completion of the phase.
- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- e. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to

perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

- h. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**5. AMENDMENTS AND CHANGES IN WORK**

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

**6. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, 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, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the Counties. 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 COUNTIES, its officers, officials, employees or agents.
- b. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation, disability benefits, or other employee benefits. In any and all

claims against the COUNTIES, its officers, officials, employees and agents by any future 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 work hereunder. CONTRACTOR'S obligations under this Section [6] 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.

## 7. INSURANCE

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

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or

completion of this Contract. CONTRACTOR shall annually provide COUNTIES with proof of all such insurance.

- b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. 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.

Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incur fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. 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 Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

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

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

The commercial general liability policy will contain an endorsement naming the COUNTIES, 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 COUNTIES.

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 [6]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

- d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (CA0001), or equivalent coverage, in the amount of not less than one hundred thousand dollars (\$100,000) per accident for Bodily Injury and Property Damage combined for any vehicle used in conjunction with the provision of services under this contract 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. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Auto Liability Insurance.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES, its elected and appointed officers, officials, employees and agents.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section [7(a)], shall be written on an Occurrence Policy form.

- f. **Verification of Coverage and Acceptability of Insurers:**  
All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington 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 and Franklin Counties Risk Managers. 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 Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTIES as an "Additional Insured" and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES, 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 are to be provided to the Counties Contract Representative referenced in Section 4.b.
3. All written notices under this Section [7] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES Contract Representative referenced in Section 4. b.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties Risk Manager at the following address: Benton-Franklin Counties Juvenile Justice Center 5606 W. Canal Place, Suite 106 Kennewick WA 99336.

## 8. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

**9. 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 COUNTIES.
- 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.

**10. 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.

**11. 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 COUNTIES. 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 [4] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES 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 COUNTIES.
- 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 COUNTIES contract representative or designee.

**12. COMPLIANCE WITH LAWS**

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

**13. INSPECTION OF BOOKS AND RECORDS**

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

**14. 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.

**15. 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 COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTIES 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 Counties upon request or at the end of the job using the word processing program and version specified by the COUNTIES.

**16. PATENT/COPYRIGHT INFRINGEMENT**

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, 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 COUNTIES of any notice of such claim.

**17. DISPUTES**

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the

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attention of the COUNTIES 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 COUNTIES Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

**18. CONFIDENTIALITY**

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction.

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

**19. CHOICE OF LAW, JURISDICTION AND VENUE**

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

**20. SUCCESSORS AND ASSIGNS**

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

**21. SEVERABILITY**

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

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

**22. ENTIRE AGREEMENT**

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

**23. NOTICES**

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

**24. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [6] and [16]); extended reporting period requirements for professional liability insurance (Section [7(a)]); inspection and keeping of records and books (Section [13]); litigation hold notice (Section [25]); Public Records Act (Section [26]) and confidentiality (Section [18]).

**25. LITIGATION HOLD NOTICE**

In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [13] of this agreement may be of evidentiary value, the COUNTIES 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 COUNTIES 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 [13].

**26. PUBLIC RECORDS ACT**

CONTRACTOR hereby acknowledges that the COUNTIES 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 COUNTIES may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTIES by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES 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 COUNTIES release of records covered under the Public Records Act. COUNTIES 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.

The parties to this Contract have executed this Contract to take effect as of the date written below.

<b>Julio Blanco</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
<i>Julio Blanco</i> Date <u>7/6/16</u>	<i>Darryl Banks</i> Date <u>7-6/16</u>
<b>Darryl Banks</b> Juvenile Court Administrator	
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form: <i>Stephen Hallstrom</i> _____ Stephen Hallstrom, Deputy Prosecuting Attorney Date <u>070716</u>	Approved as to Form: _____ Ryan Verhulp, Civil Deputy Prosecuting Attorney Date _____
By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

**EXHIBIT A**  
**Washington State Functional Family Therapy Project**  
**Quality Assurance and Improvement System**  
**Updated June 2010**

**Introduction**

The Washington State Functional Family Therapy Project is dedicated to implementing Functional Family Therapy with high model fidelity. Recent evidence suggests that evidence-based intervention programs depend on high model fidelity for successful outcomes (WSIPP 2004). In Functional Family Therapy, model fidelity is based on the dimensions clinical adherence to the principles and interventions of the model as well as the competent delivery of the model. Ensuring model fidelity in a community based system of care requires an ongoing systematic system of both quality assurance and quality improvement. Quality assurance involves the ongoing and accurate monitoring and tracking of reliable measures of model implementation. Quality improvement involves the systematic implementation of activities to improve accurate implementation of the intervention.

In the sections below, the principles and protocols for the Washington State Functional Family Therapy Quality Assurance and Improvement system are outlined.

**Principles of Quality Assurance and Improvement**

Given the sensitive nature of quality assurance information it is important to clearly identify the principles of the model prior to implementation. The Washington State FFT quality assurance and improvement system is based on the following principles:

1. The primary goal of this system of quality assurance is improvement of the delivery of FFT. As such, quality assurance information is:
  - Intended for use primarily by FFT clinical consultants who are most capable of determining systematic improvement plans. The FFT Consultant must adhere to model fidelity and exhibit clinical competence. (see FFT Consultant QA standards)
  - It is not intended as a tool for routine program administration. While Juvenile Court and/or Regional Administrators need aggregate and summarized information that informs overall program implementation, specific clinical data is most useful as a tool for clinical supervision.
  - Therapists should be provided with accurate and timely feedback directly from the FFT clinical consultant. Therapists who perform below the national standards of model fidelity should be presented with a systematic plan for improvement.
  - Therapists who, after all attempts at improvement, continue to demonstrate model fidelity outcomes below the minimal national standard should not practice the FFT model.
  - Quality assurance information is intended for employment status decisions only after all possible improvement strategies have been attempted.
  
2. Monitoring and Tracking model fidelity (quality assurance) must be based on:

- reliable and valid measures
  - from multiple domains (dissemination adherence and fidelity as outlined in the FFT supervision manual)
  - based upon multiple measures (specific case level ratings, global therapist rating) gathered from different and relevant perspectives (FFT clinical consultant and client)
  - Incremental measurement, that is, more specific measures of fidelity are only undertaken when global ratings suggest that more specific and time intensive measures are necessary
3. Quality improvement is based upon:
- Ongoing, specific, and timely feedback based on accurate measure of model fidelity (adherence and competence).
  - A systematic and individualized plan of therapist improvement

### **Quality Assurance**

Functional Family Therapy (FFT) has developed a comprehensive Adherence Protocol that is central to successful implementation of FFT. The Web-based computer monitoring and tracking application (Clinical Services System-FFT CSS) is the mechanism to gather, manage and feedback multiple fidelity ratings while also providing real time feedback to therapists and clinical consultants. No single measure adequately portrays therapist dissemination adherence and fidelity. In the FFT system, five measures of quality assurance are used to monitor and track model fidelity.

#### ***Quality assurance instruments:***

##### **1. Progress Notes (Therapist Report)**

At each treatment encounter therapists report on interventions used in sessions to accomplish phase goals and the progress they believed was made in accomplishing these goal(s).

#### *Goal:*

- To obtain the therapist perspective of the process of FFT at the level of intervention.
- To provide feedback to the clinical consultant regarding the therapist clinical decision making processes.
- To provide specific areas of concern to be targeted by the clinical consultant in weekly consultation.

#### *Process:*

- Therapists complete the progress notes following each session and enter the progress note on the FFT-CSS.
- Clinical consultants review the therapist's progress notes during weekly consultation and determine areas to provide focused help and assistance.

##### **2. Family Self Report (FSR) and Therapist Self Report (TSR)**

The Family Self Report (FSR) is a 7-item instrument measuring the client/family experiences in FFT. All family members complete the FSR after the first and the

second session of every phase (Engagement and Motivation, Behavior Change, and Generalization).

*Goal:*

- To obtain the family perspective on their experience in therapy.

*Process:*

- Families complete the FSR at the above stated intervals.
- FSR's are entered into the CSS by the FFT therapist. FSR's are available for therapist review for self-monitoring.
- Ratings are maintained in the FFT-CSS for use in consultation.

The Therapist Self Report (TSR) is a 6 item instrument measuring the therapist experience of alliance with family members. Therapist will complete the TSR after the 1<sup>st</sup> and second session of every phase (Engagement and Motivation) Behavior Change Phase, and Generalization.

*Goal:*

- To obtain the therapist perspective on their experience of alliance with the family.

*Process:*

- Therapists complete the TSR at the above stated intervals TSR's are entered into CSS by the FFT therapist.
- Ratings are maintained in the FFT-CSS for use in consultation.

### 3. Weekly Dissemination Adherence & Fidelity ratings (Clinical Consultant Report).

At weekly consultation, FFT clinical consultants rate each FFT therapist on levels of Dissemination Adherence (application of the necessary technical elements that occur outside of the therapy sessions ie. Progress note completion, assessment completion) and Fidelity (clinical adherence and clinical competence ie. the use of model interventions as appropriate by phase and implemented in ways that are unique to family) These ratings represent the FFT therapist's dissemination adherence and fidelity in the case discussed during weekly consultation. Global Dissemination and Fidelity can be determined from ratings of each construct over time (across cases).

*Goal:*

- To identify specific issues of therapist dissemination adherence and fidelity.
- Identify specific issues of group dissemination adherence and fidelity.
- Provide focused consultation to the working group.

*Process:*

- Ratings are maintained in the FFT-CSS for use in consultation.
- Issues of dissemination adherence and fidelity addressed in weekly consultation.

- Weekly dissemination adherence and fidelity ratings are entered into the CSS by the FFT clinical consultant. The CSS produces a report of these ratings over time for use by the clinical consultant.

#### 4. Global Therapist Rating (Clinical Consultant Report)

The Global Therapist rating (FFT-GTR) is a 35-item instrument completed by the FFT clinical consultant a minimum of three times each year. The global rating includes assessments of model principles, specific phase based practice, and service delivery profile.

*Goal:*

- To identify therapist dissemination adherence and fidelity in FFT.
- Provide specific information to therapist and site regarding performance.
- Identification of therapists in need of additional training.

*Process:*

- Global Therapist Rating completed by the FFT clinical consultant.
- Global therapist ratings are entered into the CSS by the FFT clinical consultant. The CSS generates a report of these ratings.
- Global Therapist Ratings are reported to FFT Quality Assurance Administrator for dissemination to Juvenile Court and/or Regional Administrators.
- FFT clinical consultant provides verbal feedback to therapist.

#### 5. Environmental Feedback Report (FFT QA Administrator Report)

The Environmental Report is an evaluation of the work environment that supports the therapist's adherence and competence to the FFT model. The Environmental Feedback Report is completed annually by the FFT Quality Assurance Administrator.

*Goal:*

- To identify program environment barriers to successful FFT implementation.
- To identify assessment and referral processes that support or negatively impact successful FFT implementation.
- To provide specific and written feedback to the program in order to enhance the delivery of FFT services.

*Process:*

- Environmental feedback report is drafted by the FFT Quality Assurance Administrator.
- Environmental feedback report sent to the Juvenile Court Administrator for review and potential discussion.
- Action plan developed (if necessary).

### **Quality Improvement System**

Quality Improvement System is based on the principle that therapists should receive specific and timely information regarding their performance. Successful quality

improvement is based on concrete feedback that allows for individualized plans for improvement. Feedback should come from first from the immediate clinical consultant, followed by the FFT State Quality Assurance Administrator.

When a therapist's performance falls below the national standard, the following steps will occur. Administrators will receive reports regarding therapist performance every 90-120 days. When informal improvement plans are implemented, juvenile court and/or Regional Administrators will be notified. When formal improvement plans are required, Juvenile Court and/or Administrators are involved in the development of the plan.

#### Step 1: Individual Consultation with Therapist

- FFT clinical consultant will call the therapist individually and discuss the issues of concern and develop an individualized method for therapist improvement.
- Individual Consultation with the therapist is the result of one or more of the following: a series of weekly supervision ratings below the standard, problems with therapist progress notes, inconsistent use of CSS and service delivery profile below the national standard (less than five active families for an extended period of time, less than an average of three sessions per family per month for an extended period of time, cases open longer than four months consistently).

#### Step 2: Informal Improvement Plan

- If therapist adherence performance does not improve the FFT clinical consultant will work with the state FFT Quality Assurance Administrator to develop an informal plan.
- The State FFT Quality Assurance Administrator will consult with the Juvenile Court and/or Regional Administrator to inform them of the ongoing concerns and informal plan development.
- The informal improvement plan may include additional adherence monitoring, individual supervision, or additional training.
- If the informal improvement plan does not result in improved adherence within three months, a formal improvement plan will be implemented.

#### Step 3: Formal Improvement Plan

- If therapist adherence performance does not improve under the informal improvement plan or if there is risk of harm to clients because of the therapist's performance, a formal improvement plan will be developed lasting not more than six months. The CJAA Advisory Committee and/or Regional Administrators will be informed of formal improvement plans by the FFT Quality Assurance Administrator. Any problems implementing the improvement plan will be referred to the WAJCA Executive Board. This formal plan can include but is not limited to:
  - Increased CSS monitoring (weekly)
  - Co-visits
  - Additional consultation with clinical consultant
  - Reading assignments
  - Videotape instruction
  - Additional formal training – initial three-day or two-day follow up

- Audio/Video Tape Rating – process used will be as follows:
  - a. FFT therapist audio or videotapes two FFT sessions.
  - b. Tapes submitted to FFT clinical consultant, who, in consultation with FFT Quality Assurance Administrator and FFT LLC determines the tape rater.
  - c. Video Tapes rated using the FFT-GRT system.
  - d. Specific feedback provided to the FFT therapist and may be provided to Juvenile Court and/or Administrator.

**Step 4: Removal from FFT Practice**

- If therapist adherence performance does not improve under the formal improvement plan, the FFT Quality Assurance Administrator may recommend to the Washington State CJAA Advisory Committee that the therapist be removed from active FFT practice because they are no longer qualified to perform FFT Therapy.

**Quality Assurance and Improvement Process**

The quality assurance and improvement system is ongoing. The primary goal for new and experienced therapists is to identify problems of model adherence and provide assistance so the therapist can improve their practice. The goal with newly trained FFT therapist is to identify concerns with model fidelity early so additional training and supervision can be provided; for experienced therapists, the goal is to prevent model drift.

**New Therapists**

Subsequent to the initial three-day clinical training the following steps will occur during the first year of FFT practice.

<b>Training/ Clinical Activity</b>	<b>Quality Assurance/Improvement Activity</b>	<b>Quality Improvement Activities/Action</b>
Initial Clinical Training	Observation	Overall assessment provided to Juvenile Court and/or Regional Administrator on all therapists following initial training by FFT Quality Assurance Administrator
FFT Cases (on going, minimum of five active for part time therapists and 10-12 cases for full time therapists)	Progress note  FSR and TSR  Monthly Session Average Based on 1 hour session per family per week	<i>Activity:</i> Information monitored by FFT clinical consultant through CSS and weekly consultation  <i>Action:</i> FFT clinical consultant provides feedback in weekly consultation
Consultation (on going,	Weekly Supervision Checklist	<i>Activity:</i> Supervision Rating entered on the CSS by

minimum of four hours per month)		FFT clinical consultant  <i>Action:</i> Information monitored by FFT clinical consultant and FFT Quality Assurance Administrator
Follow-up training #1  (Approximately 90 days after initial training)	FFT trainer provides feedback to FFT clinical consultant and FFT Quality Assurance Administrator	<i>Activity:</i> Verbal feedback provided to FFT clinical consultant based on therapist participation <i>Action:</i> FFT clinical consultant incorporates feedback into weekly consultation
Follow-up training #2  (Approximately six months after initial training)	FFT trainer provides feedback to FFT clinical consultant and FFT Quality Assurance Administrator	<i>Activity:</i> Verbal feedback provided to FFT clinical consultant based on therapist participation <i>Action:</i> FFT clinical consultant incorporates feedback into weekly consultation
Follow-up training #3  (Approximately nine months after initial training)	FFT trainer provides feedback to FFT clinical consultant and FFT Quality Assurance Administrator	<i>Activity:</i> Verbal feedback provided to FFT clinical consultant based on therapist participation <i>Action:</i> FFT clinical consultant incorporates feedback into weekly consultation
Global Therapist Rating(GTR)  (ongoing every 90-120 days)		<i>Activity:</i> GTR entered on the CSS  <i>Action:</i> <ul style="list-style-type: none"> <li>• GTR completed by FFT clinical consultant</li> <li>• GTR feedback provided to therapist by FFT clinical consultant</li> <li>• GTR reviewed by FFT Quality Assurance Administrator</li> <li>• Juvenile Court and/or Regional Administrators provided with GTR adherence/competence levels of each therapist at their site by FFT Quality Assurance Administrator</li> </ul>

**Timeline for experienced FFT Therapists**

<b>Training/ Clinical Activity</b>	<b>Quality Assurance/Improvement Activity</b>	<b>Quality improvement Activities/Action</b>
FFT Cases (on going, minimum of five active for part time therapists and 10 -12 for full time therapists)	Progress note  FSR and TSR  Monthly Session Average Based on 1 hour session per week per family	<i>Activity:</i> Information monitored by FFT clinical consultant through CSS and weekly consultation  <i>Action:</i> FFT clinical consultant provides feedback in weekly consultation
Consultation (on going, minimum of four hours per month)	Weekly Supervision Checklist	<i>Activity:</i> Supervision Rating entered on the CSS by FFT clinical consultant  <i>Action:</i> Information monitored by FFT clinical consultant and FFT Quality Assurance Administrator
Global Therapist Rating(GTR)  (ongoing every 90-120 days)		<i>Activity:</i> a. GTR entered on the CSS  <i>Action:</i> <ul style="list-style-type: none"> <li>• GTR completed by FFT clinical consultant</li> <li>• GTR feedback provided to therapist by FFT clinical consultant</li> <li>• GTR reviewed by FFT Quality Assurance Administrator</li> <li>• Juvenile Court and/or Regional Administrators provided with GTR adherence/competence levels of each therapist at their site by FFT Quality Assurance Administrator</li> </ul>
Informal Improvement Plan	Global Therapist Rating  CSS Review	<i>Activity:</i> a. GTR entered on the CSS  b. CSS reviewed for service delivery profile including review of Weekly Supervision Checklists

	<p>Weekly Supervision Checklist</p>	<p><i>Action:</i></p> <ul style="list-style-type: none"> <li>a. Overall feedback provided to therapist by FFT clinical consultant</li>   <li>b. Informal agreement developed outlining areas for therapist to focus on in the next three month period. (The informal improvement plan may include additional adherence monitoring, individual supervision, and/or additional training)</li>   <li>c. Informal plan shared by FFT clinical consultant with FFT Quality Assurance Administrator</li>   <li>d. Juvenile Court and/or Regional Administrators may be provided with elements of the informal improvement plan for the therapist at their site by FFT Quality Assurance Administrator, if deemed necessary</li> </ul>
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<p>Formal Improvement Plan</p> <p>(upon unsuccessful completion of informal improvement plan not to last more than six months )</p>	<p>Global Therapist Rating</p> <p>CSS Review</p> <p>Weekly Supervision Checklist</p> <p>Informal Plan Outcome</p>	<p><i>Activity:</i></p> <ul style="list-style-type: none"> <li>a. GTR entered on the CSS</li> <li>b. CSS reviewed for service delivery profile including review of Weekly Supervision Checklists</li> <li>c. Outcome of informal improvement plan items reviewed</li> </ul> <p><i>Action:</i></p> <ul style="list-style-type: none"> <li>a. Formal plan drafted by FFT Quality Assurance Administrator in concert with FFT clinical consultant</li> <li>b. Formal plan presented to FFT therapist by FFT Quality Assurance Administrator and FFT clinical consultant</li> <li>c. The CJAA Advisory Committee and/or Regional Administrators will be informed of formal improvement plans by the FFT Quality Assurance Administrator. Any problems implementing the improvement plan will be referred to the WAJCA Executive Board.</li> </ul>
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g. Payment Authorization to Tyco SimplexGrinnell System for Fire Alarm Monitoring

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION</b>	
<b>MEETING DATE:</b> BC 7-26-16 FC 7-13-16	<b>NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Authorization of Payment for Tyco SimplexGrinnell	Executive Contract _____	PUBLIC HEARING
<b>Prepared By:</b> Maria Loera	Pass Resolution <u>xx</u>	1ST DISCUSSION
<b>Reviewed By:</b> Darryl Banks	Pass Ordinance _____	2ND DISCUSSION
	Pass Motion _____	OTHER
	Other _____	

**BACKGROUND INFORMATION**

Tyco SimplexGrinnell is a sole source provider of the Benton-Franklin Counties Juvenile Justice Center fire alarm system. Yearly monitoring of the fire alarm is necessary. Tyco SimplexGrinnell would not agree to the Benton County contract language.

**SUMMARY**

Attached is one (1) invoice for annual monitoring of the fire alarm system between August 1, 2016 and July 31, 2017.

**RECOMMENDATION**

The Benton-Franklin Counties Juvenile Justice Center is requesting authorization to make payment to Tyco SimplexGrinnell for a total amount of \$643.43.

**FISCAL IMPACT**

Amount not to exceed \$643.43 to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental required.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners authorize the Benton-Franklin Counties Juvenile Justice Center to make payment to Tyco SimplexGrinnell in the total amount of \$643.43 for annual monitoring of the fire alarm system.

**HANDLING/ROUTING**

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County one original is to be returned to Maria Loera to disperse.

**I certify the above information is accurate and complete.**

Maria Loera

**JOINT RESOLUTION**

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

**FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;**

**IN THE MATTER OF AUTHORIZING PAYMENT TO TYCO SIMPLEXGRINNELL SYSTEM FOR ANNUAL FIRE ALARM MONITORING**

**WHEREAS**, Tyco SimplexGrinnell is a sole source provider to monitor the fire alarms; Tyco SimplexGrinnell would not agree to the Benton County contract language; and

**WHEREAS**, attached is one (1) invoice for services performed by Tyco SimplexGrinnell for a total amount of \$643.43 to be paid out of the 2016 Juvenile Facilities Budget; and

**WHEREAS**, the Benton-Franklin Counties Juvenile Justice Center is requesting authorization to make payment to Tyco SimplexGrinnell for a total amount of \$643.43 for annual fire alarm monitoring between August 1, 2016 and July 31, 2017; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards authorize the Benton-Franklin Counties Juvenile Justice Center to make payment to Tyco SimplexGrinnell in the total amount of \$643.43 for annual fire alarm monitoring.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2016  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2016  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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



D-U-N-S 09-4738007  
FED. ID 58-2608861

District # 479  
10010 East Knox Ave  
SPOKANE, WA 99206-4156  
509-534-6055

INVOICE NO.

78737231

INVOICE DATE

06-27-16

CUSTOMER PO

CONTRACT #

495823

MODIFIER

R28-MAR-2016

PAYMENT TERMS

NET 30

RECEIVED

JUL 05 2016

BFJJC ACCT'G

**Bill To:** 479-04080175

BENTON-FRANKLIN COUNTY  
5606 W CANAL DR STE 106  
JUVENILE JUSTICE CTR  
KENNEWICK WA 99336-1300

**Ship To:** 479-04080175

BENTON-FRANKLIN COUNTY  
5606 W CANAL DR STE 106  
JUVENILE JUSTICE CTR  
KENNEWICK WA 99336-1300

**Requestors Name:** Steadman, Jim

CONTRACT DESCRIPTION

CONTRACT  
START DATE

CONTRACT  
END DATE

BENTON-FRANKLIN COUNTY-JUVENILE JUSTICE CTR-04080175

01-AUG-16

31-JUL-17

INVOICE NOTES:

BFJJC Expenditure Approval & Budget Coding

		000			\$
0115101	17	00000	527	00	
DL72	111	4000	4805	20	\$ 643.43
0115101	17	00000	527	200	4805
					ASM Review

Total Contract Amount	-	\$643.43	Amount Of Current Invoice	-	\$643.43
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$643.43
			Payment Received	-	\$0.00

**Total Amount Due**  **\$643.43**

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE

643.43



BILL TO BENTON-FRANKLIN COUNTY  
479-04080175

INVOICE NUMBER 78737231

SHIP TO BENTON-FRANKLIN COUNTY  
479-04080175

INVOICE DATE 06-27-16

CUSTOMER P.O.

REMIT TO SimplexGrinnell  
Dept. CH 10320  
Palatine

, IL 60055-0320

4000064343678737231



District # 479  
 10010 East Knox Ave  
 SPOKANE, WA 99206-4156  
 509-534-6055

INVOICE NO.
78737231
DATE OF INVOICE
06-27-16

**INVOICE CONTRACT DETAIL**

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
ALARM & DETECTION-MONITORING	01-AUG-16	31-JUL-17	5606 W CANAL DR STE 106, JUVENILE JUSTICE CTR, KENNEWICK, WA	SYSTEM-FA-SIMPLEX 4120 FA-MONITRNG	1 1	SIMPLEX 4120 FIRE ALARM SYSTEM ** IB ONLY ** MONITORING	\$643.43

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> <u>July 26, 2016</u> <b>Subject:</b> <u>Service Agreement between Benton County and Safe Harbor Crisis Nursery</u> <b>Prepared by:</b> Shyanne Faulconer, Community Programs & Public Relations Coordinator <b>Reviewed by:</b>	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____	<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

Benton County would like to enter into an agreement with Safe Harbor Crisis Nursery for My Friends Place Overnight Emergency Youth Center.

Safe Harbor/My Friends Place will use funds to provide homeless youth ages 13-17 with support services such as case management, food, clothing, laundry access, and access to technology and communications (such as computers). My Friends Place seeks to help homeless youth to avoid the streets, find a safe home, teach self-sufficiency, and offer support. My Friends' Place also seeks to provide access to youth for education, counseling, and job opportunities.

Services may include funding a case manager as well as drop-in services such as food and clothing.

**SUMMARY**

**2016 Budget:** \$20,830.00, prorated monthly  
**Period:** August 1, 2016 through December 31, 2016  
**2017 Budget:** \$51,000.00, prorated monthly  
**Period:** January 1, 2017 through December 31, 2017  
**2018 Budget:** \$52,020.00, prorated monthly  
**Period:** January 1, 2018 through December 31, 2018

**Total Budget (8/1/16-12/31/18):** \$123,850.00  
**Funding Source:** Benton County Public Safety Tax

**RECOMMENDATION**

- Sign the Resolution to accept the proposed agreement
- Approve the proposed agreement by signing all the copies where indicated

**FISCAL IMPACT**

Funding for the services described in this agreement is provided by the Benton County Public Safety Tax. There is no impact on the Current Expense budget. All revenues and expenditures are from the Public Safety Tax Fund 0148101; for a contract amount of \$123,850.00.

**MOTION**

To approve signing a Personal Services Agreement between Benton County, Washington and Safe Harbor Crisis Nursery by the Board of County Commissioners.

# RESOLUTION

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

**IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND SAFE HARBOR CRISIS NURSERY FOR MY FRIENDS PLACE OVERNIGHT EMERGENCY YOUTH SHELTER 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**, Safe Harbor Crisis Nursery has proposed a My Friend’s Place Overnight Emergency Youth Shelter Program in the annual amount of \$20,830.00 for 2016; **NOW, THEREFORE**

**BE IT RESOLVED** the amount of \$20,830.00, the 2016 annual budgeted amount prorated for the remaining five 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 Safe Harbor Crisis Nursery; and

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

Dated this ..... day of ....., 20 .....

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

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

\_\_\_\_\_  
Member

Attest:.....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County, Washington

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Safe Harbor Crisis Nursery, with its principal offices at 1111 N. Grant Place, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Scope of Work Safe Harbor/My Friends Place Overnight Emergency Youth Shelter; 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, 2018. 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:

Karen Kirk-Brockman  
1111 N. Grant Place  
Kennewick, WA 99336  
Phone: (509)554-4003  
Fax:  
Email: shcnkaren@gmail.com

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 compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "My Friends Place Project Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of August 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated based on a prorated portion of the yearly expenses of the program as set forth in Exhibit C in the amount of twenty thousand eight hundred thirty dollars (\$20,830.00) (\$50,000.00 x 5/12). For the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated in the amount of fifty-one thousand dollars (\$51,000.00) (2016 year base expenses of \$50,000.00 plus 2% increase). For the time period of January 1, 2018, through December 31, 2018, CONTRACTOR shall be

compensated in the amount of fifty-two thousand twenty dollars (\$52,020.00) (2017 year base expenses of \$51,000.00 plus 2% increase).

- 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 may, in accordance with Exhibit D, submit invoices to the COUNTY not more than once per month during the progress of the services performed for partial 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 work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, 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 accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than

a bona fide employee working exclusively for 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.
- a. 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: \_\_\_\_\_

Dated: 07.19.16

**Benton County Board of Commissioners**

**Safe Harbor Crisis Nursery**

\_\_\_\_\_  
Chairman

Karen Kirk-Brockman  
Signature

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Karen Kirk-Brockman  
PRINTED NAME

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

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

Approved as to Form

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

## SAFE HARBOR/MY FRIENDS PLACE

### Executive Summary:

My Friends Place is the only homeless teen shelter in Southeastern Washington. Much research and numerous studies conclude that homelessness substantially increases the possibility for a juvenile to engage in criminal activity. Many homeless youth resort to illegal activity as part of their strategy for survival. Research shows easier access to basic needs such as food and shelter decreases crime rates among homeless youth. Homelessness can make youth more vulnerable to using illicit substances such as alcohol and drugs. Gang involvement can create the risk of criminal activity and lead homeless teens to being victims of street crimes and abuse.

### Name purpose, vision and mission of organization:

My Friends Place is a program under Safe Harbor Support Center. Safe Harbor Support Center is keeping "at risk" children age birth to 17 years old safe by providing supportive services. Safe Harbor's mission is the commitment to the prevention of child abuse and neglect by providing a safe nurturing environment for children and teens where there are no other alternatives. Safe Harbor uses a trauma focused and trauma informed approach in assessing all clients. Safe Harbor and My Friends Place provides outreach and support to children, teens and families in crisis. Safe Harbor the parent agency provides parenting classes for parents and programs for children who are unable to be in mainstream classes due to behavioral issues. Intervention and prevention can address the underlying issues that can lead to both increased risk of homelessness and crime including alcohol and drug use, being victims of abuse, as well as mental health issues.

### Purpose and need for the program current and historic problems:

There is a population of teens in our community who through no fault of their own find themselves as unaccompanied minors. These youth ages 13-17 are a vulnerable underserved population. Child Protective Services can remove children from parental care if they are residing with them. This population of children however, are on their own without their parents. They lack the basic ability to navigate adult systems. These children come to us with no identification, are usually not in school and have lived on the street being exploited and exposed to gangs and illegal activities. Our goal is to intervene in that process and offer them a safe environment with case management services to tie them into needed programs to reenter school and to obtain needed programs to address the traumas they have been exposed to while trying to live in an adult world as children. Prior to the passage of the public safety tax, Safe Harbor/My Friend's Place focused its resources on shelter services for homeless teens. This was partially due to funding restrictions for homeless teens. Following passage of the public safety tax, My Friend's Place instituted a temporary pilot program of case management services to supplement the shelter services. The pilot program was to determine how to best design and implement case management services for homeless teens and gang involved youth in Benton County. The temporary pilot program found that a number of case management services were especially effective. This included working with teens to obtain resources such as a birth certificate, working with schools to check on attendance and academic requirements, referral and coordination with drug and alcohol treatment programs, counseling, and school programs. It also allowed for case management services for homeless teens who come to the shelter for help but do not stay at the shelter. The pilot program allowed for such teens to receive services such as food, clothing, access to laundry and access to communications such as online computer. These teens then can also receive the case management services described earlier

in the paragraph. The pilot project also allows for outreach to schools, juvenile justice center and the other agencies who work with the homeless teens. Funding from the public safety tax will allow Safe Harbor/ My Friend's Place to refine the results from the temporary pilot program and implement a stable system of case management services

## EXHIBIT A

### Detailed Program or Project Description:

The goal of SHSC/My Friends Place Overnight Emergency Youth Shelter is to help young people avoid or leave the streets, by re-uniting families, supplying survival necessities, finding safe homes, teaching self-sufficiency, and offering hope and support. We consider the street a dangerous, unhealthy place to live and we help youth find alternatives to the street or other risky living situations.

Nearly all homeless youth need survival and emergency services (food, clothes, medical assistance, and shelter). Change and progress in the youth's life cannot be made until these basic needs are met. SHSC/My Friends Place seek to provide opportunities, support and incentives geared towards linkages off the streets (education, GED, job skills, counseling etc.).

To best reach this population of youth people, SHSC/My Friends Place utilizes a "multi-service center" model. This model encompasses the following program strategies:

Services are voluntary

Services are free of charge

Services are immediately accessible

Services are offered on-site (or originate on-site)

Safe Harbor Support Center Services are comprehensive, either directly or through referrals and connections to other agencies. We begin this process by obtaining identification and entry into our homeless management system.

This model recognizes that intensive, long-term treatment will best occur in specific treatment agencies. SHSC/My Friends Place helps youth prepare for transition to those treatment programs, educational and vocational agencies, and supports youth during transitions. Community members and organizations help SHSC/My Friends Place serve youth with donations such as food, clothing, and personal items such as hygiene supplies. Medical services, education, and individual and family counseling are available through the contributions of other human services and educational organizations. We partner with all school districts in Benton County through their student in transition coordinator, we work directly with the substance treatment providers, gang detectives and mental health organizations locally. My Friends Place program was conceptualized because of community members identifying a problem and being unable to locate a solution for them. Prior to opening My Friends Place program there was no place for homeless teens other than the streets. The Union Gospel Mission does not service homeless teens even if they become homeless while living with their parents. Safe Harbor Support Center has always worked with individuals negatively impacted by trauma. Homeless teens suffer from trauma they experience while living without parents while they try to navigate a system designed for adults.

### Similar work previously done:

We have operated My Friends Place for 4 years. Prior to this there was no place that offered homeless teen services. My Friends Place was a pilot program that has been operating since early 2012. Crosswalk in Spokane and Cocoon House in Everett were consulted for organization,

policies and operating information. The differences in our agency is that we are a rural community and the others are urban.

Previous Grants Received:

3 Rivers Community Foundation-Minor trafficked youth

Moyer Foundation-Education and community outreach

Soroptomist-Girl empowerment

Women Helping Women-Family Violence Intervention Program



Safe Harbor Crisis Nursery  
 1111 N. Grant Place  
 Kennewick, WA 99336  
 (509) 554-4003

## Exhibit B: Progress Reporting & Measures

# Progress Report

PROJECT SUMMARY		
REPORT DATE	PROJECT NAME	PREPARED BY
(Insert Date)	Safe Harbor – My Friends Place	Karen Kirk-Brockman Executive Director, Safe Harbor Crisis Nursery

STATUS SUMMARY
(Type brief status report here)

MEASURABLES	PROGRESS TO DATE
Number of new teens enrolled in school/GED	
Number of teens that achieved diploma/GED	
Number of new teens in case management services	
2 outreach events performed each month	
25 new clients reached each outreach event	
Number of attendees at each parenting class	

BUDGET OVERVIEW			
	TOTAL BUDGET	INVOICED	REMAINING BUDGET
Case Manager			
Supplies			
2 <sup>nd</sup> Staff			
Supervision of Case Manager			

Submitted by

Date

**Exhibit C: My Friends Place Project Budget**

**8/1/2016 - 12/31/2018**

2016					
Description	% of Funding	Yearly Wage	Hours per Week	Drop In Services (Food, Laundry, Bus Passes, Hygiene Kits, Tutoring Materials)	Total
Case Manager	41.66%	\$ 24,000	40		\$ 9,998
Supervision of Case Manager	20.83%	32,000	40		6,666
2nd Staff (Accompany Case Manager on Field Visits)	8.33%	24,000	40		1,999
Services for "Drop Ins"	41.66%			\$ 5,200	2,166
<b>Total Funding 2016 (Prorated August - December)</b>					<b>\$ 20,830</b>

2017					
Description	% of Funding	Yearly Wage	Hours per Week	Drop In Services (Food, Laundry, Bus Passes, Hygiene Kits, Tutoring Materials)	Total
Case Manager	100.00%	\$ 24,480	40		\$ 24,480
Supervision of Case Manager	50.00%	32,640	40		16,320
2nd Staff (Accompany Case Manager on Field Visits)	20.00%	24,480	40		4,896
Services for "Drop Ins"	100.00%			\$ 5,304	5,304
<b>Total Funding 2017</b>					<b>\$ 51,000</b>

2018					
Description	% of Funding	Yearly Wage	Hours per Week	Drop In Services (Food, Laundry, Bus Passes, Hygiene Kits, Tutoring Materials)	Total
Case Manager	100.00%	\$ 24,970	40		\$ 24,970
Supervision of Case Manager	50.00%	33,293	40		16,646
2nd Staff (Accompany Case Manager on Field Visits)	20.00%	24,970	40		4,994
Services for "Drop Ins"	100.00%			\$ 5,410	5,410
<b>Total Funding 2018</b>					<b>\$ 52,020</b>

**Exhibit C: Total Program Funding (August 1, 2016 - December 31, 2018) \$ 123,850**

**Yearly Supporting Budget Items**

Staff Hours and Wages for the Year				
Staff Position	% of Wages	Yearly Wage/Cost	Hours Per Week	Total Wages for the year
Four (4) Shelter Staff	100%	\$ 105,273	138	\$ 105,273
Shelter Supervisor	100%	32,000	100	32,000
Employment Taxes		26,500		26,500
L&I and Employment Security		\$ 8,032		8,032
<b>Total</b>				<b>\$ 171,805</b>

Shelter Related Bills (Average Costs Based on Previous Year Bills)		
Bill	Description	Cost
Benton PUD	Averaged Cost Based on Bills for Last Year	\$ 4,572
City of Kennewick	Averaged Cost Based on Bills for Last Year	2,212
Frontier Communications	Cost Listed is 50% of Bill Due to Phones and Internet are Shared Between Buildings	3,996
Mortgage	Mortgage on Building	12,510
Property Insurance	Cost Listed is 50% of Bill Due to Coverage is Applied to Both Buildings	3,894
Cell Phone	Cell Phone for Leaving Building	625
Kennewick Irrigation District	Averaged Cost Based on Bills for Last Year	346
Abadan	Copier Services	643
<b>Total</b>		<b>\$ 28,798</b>

Miscellaneous Expenses		
Item	Description	Cost
Office Supplies	Pens, paper, binders, printer ink, etcetera	\$ 480
Food	Food for Teens Meals	5,000
<b>Total</b>		<b>\$ 5,480</b>

**Total Yearly Cost of Supporting Budget Items (Not Including Public Safety Funds) \$ 206,083**

**INVOICE VOUCHER**

<b>Agency:</b> Safe Harbor Crisis Nursery	<b>Grant Agreement #</b> 2016
<b>Address:</b> 1111 N. Grant Place, Kennewick, WA 99336	<b>Service Month:</b>

	Funding Sources	Amount Billed
	Operations	
	Shelter Operations	
<b>TOTAL AMOUNT PAID</b>		<b>\$ -</b>

**Recipient Certificate:** I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for acquisition, purchase, rehabilitation and renovation costs under the terms of the Agreement with Benton/Franklin Counties, and that all goods furnished and/or services rendered have been provided without discrimination.

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

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

-----  
REMITTANCE SLIP

Agency: Safe Harbor Crisis Nursery

Operations	\$	-
<b>TOTAL PAYMENT</b>	<b>\$</b>	<b>-</b>

i. Line Item Transfer, Fund No.  
0101-101, Dept. 500

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>July 26, 2016</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject: <u>Line Item Transfer</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>cma</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>msr</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

### BACKGROUND INFORMATION

An asphalt saw was authorized to be purchased, per Resolution 2016-297, for the County Road Department. A Line Item Transfer is required in order to fund the purchase for \$7,650.00 for capital equipment. It is more cost effective to purchase the equipment rather than rent on a regular basis for road maintenance activities.

### SUMMARY

A line item transfer is required to fund the capital equipment purchase of an asphalt saw from Sunbelt Rentals.

### RECOMMENDATION

Approve transfer of funds within County Road fund.

### FISCAL IMPACT

None.

### MOTION

Approve as part of the Consent Agenda.

# RESOLUTION

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

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD FUND 0101-101, DEPARTMENT NUMBER 500**

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

Dated this 26th 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 LINE ITEM TRANSFER

Dept Name: Public Works

Dept Nbr: 500

Fund Name: County Road

Fund Nbr: 0101101

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
595.230	6100	Land	\$ 7,650	594.420	6400	Equipment	\$ 7,650.00
<b>TOTAL</b>			<b>\$7,650</b>	<b>TOTAL</b>			<b>\$7,650</b>

Explanation: Road is purchasing an asphalt saw for road maintenance activities. It is cost effective to purchase the equipment rather than rent from a vendor.

Prepared by: Christina Aranda

Date: 26-Jul-2016

Approved

Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Exhibit A

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000101, SHERIFF TRAFFIC CONTROL  
DEPARTMENT NUMBER 125.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

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
521.700	3106	Operating Supplies	\$240	521.700	5114	Washington State Patrol	\$240
<b>TOTAL</b>				<b>TOTAL</b>			
\$240				\$240			

Explanation:

To appropriate funding within the Traffic Control Budget for proper coding to Washington State Patrol for certification of portable scales.

Prepared by:

Date:

Approved

Denied

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

\_\_\_\_\_ Chairman

\_\_\_\_\_ Member

\_\_\_\_\_ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>July 26, 2016</u>	Execute Contract	<u>X</u>
Subject: <u>License/Hold Harmless Agreement w/ City of Kennewick</u>	Pass Resolution	_____
	Pass Ordinance	_____
Prepared by: <u>L. Small</u>	Pass Motion	_____
	Other	_____
Reviewed by: <u>Ryan Lukson</u>	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

**BACKGROUND INFORMATION/ SUMMARY**

The City of Kennewick and the Benton County by and for the Benton County Sheriff’s Office has a current License and Hold Harmless Agreement for the purpose of establishing the terms and conditions of use for the Kennewick Firearms Range Facility, with an expiration date of December 31, 2016.

Both parties would like to enter into another License and Hold Harmless Agreement for calendar years 2017 & 2018.

**RECOMMENDATION**

Approve the attached Resolution and License and Hold Harmless Agreement between the City of Kennewick and Benton County by and for the Benton County Sheriff’s Office.

**FISCAL IMPACT**

No Fiscal Impact – There are no fees associated with this agreement.

**MOTION**

Consent Agenda

# RESOLUTION

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

**IN THE MATTER OF A LICENSE AND HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF KENNEWICK AND BENTON COUNTY BY AND FOR THE BENTON COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF USE FOR THE KENNEWICK FIREARMS RANGE FACILITY**

**WHEREAS**, the City of Kennewick and the Benton County by and for the Benton County Sheriff's Office has a current License and Hold Harmless Agreement for the purpose of establishing the terms and conditions of use for the Kennewick Firearms Range Facility, which is set to expire December 31, 2016; and

**WHEREAS**, the use of this facility is for organized training events and routine target practice conducted by Benton County Sheriff's Office and its officers; and

**WHEREAS**, both parties would like to renew the License and Hold Harmless Agreement for calendar years 2017 & 2018; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby authorize the Chairman of the Board to sign the attached License and Hold Harmless Agreement between the City of Kennewick and Benton County; and

**BE IT FURTHER RESOLVED**, the term of this agreement shall commence January 1, 2017 and shall terminate on December 31, 2018.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County, Washington

## **LICENSE/HOLD HARMLESS AGREEMENT**

This License and Hold Harmless Agreement (“AGREEMENT”) is hereby entered into between the City of Kennewick (“CITY”), a municipal corporation and Benton County by and for the Benton County Sheriff’s Office (“LICENSEE”), for purposes of establishing the terms and conditions of use for the Kennewick Firearms Range facility for organized training events and routine target practice conducted by Benton County Sheriff’s Office and its officers.

### **I. RECITALS**

**WHEREAS**, the CITY has authorized the use of the Kennewick Firearms Range facility for LICENSEE; and

**WHEREAS**, as a condition of use of the Kennewick Firearms Range facility, the CITY has required a License and Hold Harmless Agreement to be executed by both parties; **NOW, THEREFORE**

**THE PARTIES AGREE HERETO AS FOLLOWS:**

### **II. AGREEMENT**

**1. License.**

It is agreed and understood that LICENSEE shall have use of the Kennewick Firearms Range for firearms training and routine target practice and agrees to abide by the CITY’s range rules. LICENSEE agrees that officers will use protective equipment whenever shooting, including proper eyewear, hearing protection, and bulletproof vest. LICENSEE further agrees that all organized training events, as well as routine target practice involving five or more law enforcement officers, shall be supervised by a certified firearms instructor from that law enforcement agency.

**2. Hold Harmless.**

- (a) It is agreed and understood that LICENSEE shall defend, indemnify and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, suits, actions or liabilities, for injury or death of any person, or for loss or damage to property which arises out of the LICENSEES’ use of the Firearms Range or from any activity, work or thing done, permitted or suffered by LICENSEE, in or about the Firearms Range. The LICENSEE’s indemnity obligation herein does not extend to claims, suits, actions, or liabilities associated with negligence or other wrongful conduct by the CITY or its officers, officials, employees and volunteers.
- (b) It is agreed and understood that the CITY shall defend, indemnify and hold harmless the LICENSEE, its employees, agents, or affiliates from and against all

claims, suits, actions or liabilities, for injury or death of any person, or for loss or damage to property which arises out of the CITY's use of the Firearms Range or from any activity, work or thing done, permitted or suffered by the CITY, in or about the Firearms Range. The CITY's indemnity obligation herein does not extend to claims, suits, actions, or liabilities associated with negligence or other wrongful conduct by the LICENSEE or its employees, agents, or affiliates.

(c) The provisions of this section shall survive the expiration or termination of this AGREEMENT.

**3. Notices.** In the event of any incident or claim, the LICENSEE shall provide notice as set forth below:

City of Kennewick:

Risk Management Coordinator  
210 W. 6th Avenue  
Kennewick, WA 99336  
(509) 585-4354

Randy Maynard, Sergeant  
Kennewick Police Department  
211 W. 6th Avenue  
Kennewick, WA 99336  
(509) 585-1313

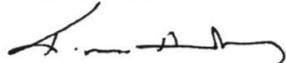
Benton County Sheriff's Office:

Jerry Hatcher, Undersheriff  
7122 W. Okanogan Place, Bldg. B  
Kennewick, WA 99336  
(509) 783-1451 Ext. 3260

Lexi Wingfield, Personnel Manager  
Benton County Personnel Office  
7122 W. Okanogan Place, Bldg. B  
Kennewick, WA 99336  
(509) 737-2777

4. **Term of Agreement.** The term of this AGREEMENT shall commence January 1, 2017 and shall terminate on December 31, 2018.

**CITY OF KENNEWICK**

  
\_\_\_\_\_  
Ken Hohenberg, Chief of Police

Approved as to form:

  
\_\_\_\_\_  
Lisa Beaton, City Attorney

Approved as to form:

  
\_\_\_\_\_  
Ryan J. Lukson  
Civil Deputy Prosecuting Attorney

**BENTON COUNTY**

\_\_\_\_\_  
Shon Small, Chairman  
Benton County Commissioner

**BENTON COUNTY SHERIFF'S OFFICE**

  
\_\_\_\_\_  
Steve Keane, Sheriff  
Benton County Sheriff's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>July 26, 2016</u>	Execute Contract	<u>X</u>	Consent Agenda
Subject: <u>Contract Extension</u>	Pass Resolution	<u>X</u>	Public Hearing
<u>w/Energy Northwest</u>	Pass Ordinance	_____	1st Discussion
Prepared by: <u>L. Small</u>	Pass Motion	_____	2nd Discussion
Reviewed by: <u>Ryan Lukson</u>	Other	_____	Other

**BACKGROUND INFORMATION/ SUMMARY**

The Benton County Sheriff's Office (BCSO) entered into a contract with Energy Northwest on June 30, 2003 to provide specialized law enforcement services on an as needed basis per contract number 314952 for the consideration of \$20,000 per year paid to the County.

The Benton County Sheriff and Energy Northwest signed contract amendments numbers 001 through 006 over the years to extend the agreement through December 31, 2016 with an overall contract amount not to exceed \$250,400.

Amendment No. 006 extended the agreement four years with a start date of 1/1/13 thru 12/31/16; however, there was a discrepancy in the amendment value which shorted the annual agreement amount by \$20,000.

**RECOMMENDATION**

Approve the attached Contract Amendment No. 007 to extend the current agreement between Benton County Sheriff's Office and Energy Northwest through December 31, 2017 and increase the overall contract amount not to exceed \$290,400.

**APPROVED AS TO FORM**

Ryan Lukson

**FISCAL IMPACT**

Revenue in the amount of \$20,000 each year for 2016 & 2017.

**MOTION**

Consent Agenda

# RESOLUTION

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

**IN THE MATTER OF THE CONTRACT EXTENSION BETWEEN THE BENTON COUNTY SHERIFF'S OFFICE AND ENERGY NORTHWEST TO PROVIDE SPECIALIZED LAW ENFORCEMENT SERVICES ON AN AS NEEDED BASIS**

**WHEREAS**, the Benton County Sheriff's Office (BCSO) entered into a contract with Energy Northwest on June 30, 2003 to provide specialized law enforcement services on an as needed basis per contract number 314952 for the consideration of \$20,000 per year paid to the County; and

**WHEREAS**, the Benton County Sheriff and Energy Northwest signed contract amendments numbers 001 through 006 over the years to extend the agreement through December 31, 2016 with an overall contract amount not to exceed \$250,400; and

**WHEREAS**, Amendment No. 006 extended the agreement four years with a start date of 1/1/13 thru 12/31/16, however, there was a discrepancy in the amendment value which shorted the annual agreement amount by \$20,000; and

**WHEREAS**, the attached Amendment No. 007 is necessary as both parties wish to extend the agreement through December 31, 2017 and increase the contract amount to cover expenses for 2016 and 2017 with an overall contract amount not to exceed \$290,400; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Contract Amendment No. 007 to extend the current agreement between Benton County Sheriff's Office and Energy Northwest through December 31, 2017 and increase the overall contract amount not to exceed \$290,400; and

**BE IT FURTHER RESOLVED**, the term of the Agreement No. 314952 shall expire on December 31, 2017; and

**BE IT FURTHER RESOLVED**, all other provisions of the Contract 314952 shall remain the same including Memo of Understanding dated May 19, 2005.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Constituting the Board of County Commissioners  
of Benton County, Washington



# ENERGY NORTHWEST

## CONTRACT AMENDMENT

**SAFETY CODE: G**

Issued By: Linda Parrella, Contracts Lead

Contractor: Benton County Sheriff  
7320 West Quinault  
Kennewick, WA 99336

Contract Number: 314952  
Amendment Number: 7  
Amendment Date: April 20, 2016

### 1. DESCRIPTION OF AMENDMENT

The subject Contract is herein amended to incorporate the following:

A. Description of Change:

- Clarify that the quarterly payment for continued service is \$5,000/quarter
- For the Minimum Scope of Insurance, add the statement "Benton County is allowed to be insured through a Risk Pool"
- Extend the contract term for one (1) calendar year
- Increase the contract funding

B. Period of Performance:

Extend the contract term to December 31, 2017.

C. Consideration:

As a result of this Amendment, the not to exceed Contract Price shall be increased by the sum of \$40,000 which amount the Contractor acknowledges is the maximum price for the work included in this Amendment. This Amendment shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein.

The total not to exceed Contract Price is \$290,400 which amount the Contractor acknowledges is the maximum Contract Price for the work including changes incorporated by this Amendment.

**2. EXECUTION**

The end date, Contract price and all other terms, covenants and conditions of the above referenced Contract, except as duly modified by this and previous amendments, if any, remain in full force and effect.

**BENTON COUNTY SHERIFF**

Accepted By: *St v L*  
Name: *Steven Keane*  
Title: *Sheriff*  
Date: *7/19/16*

**ENERGY NORTHWEST**

Accepted By: *Lil Parrella*  
Name: Linda Parrella  
Title: Contracts Lead  
Date: *7/11/2016*

BENTON COUNTY

\_\_\_\_\_  
Shon Small, Chairman  
Benton County Commissioner

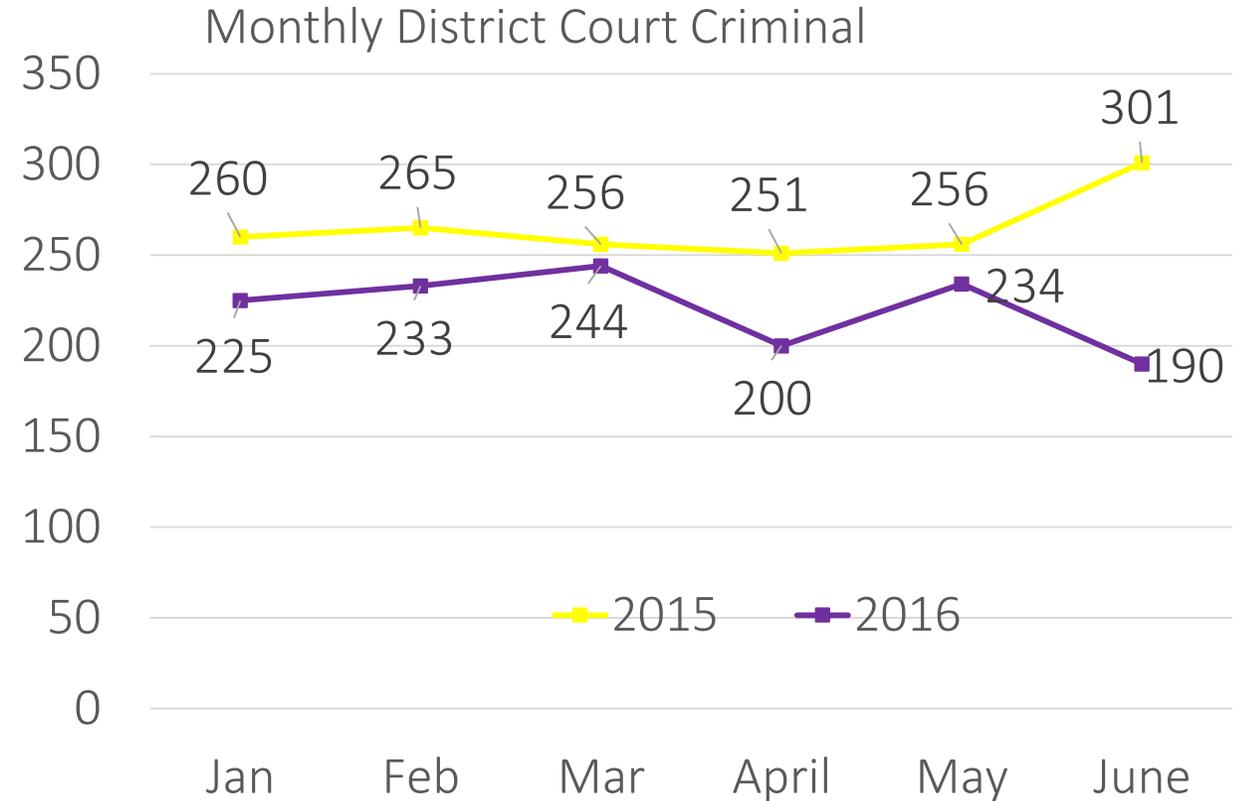
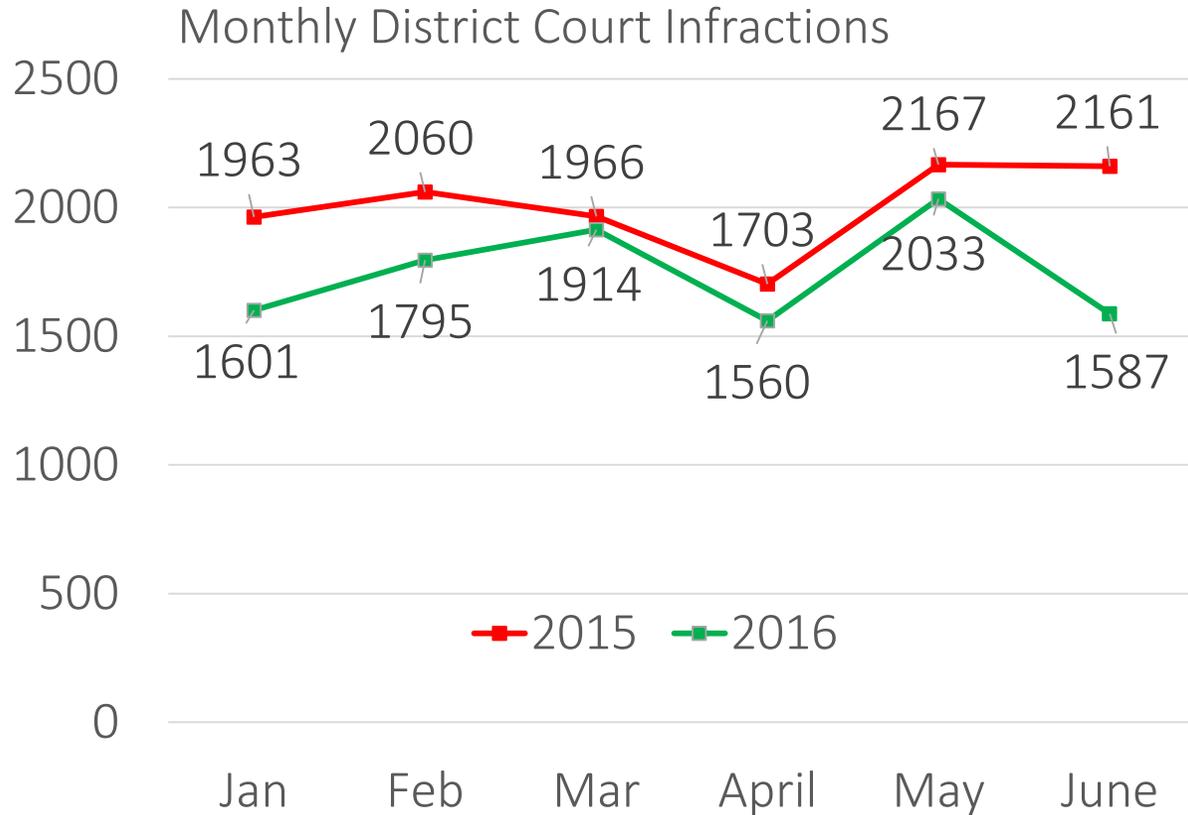
Approved as to Form

*[Signature]*  
Ryan J. Lukson, Civil DPA

# Legal Financial Obligation (LFO) Financial Impact

Status as of 6/30/2016

# Monthly District Court Caseload – 2016 vs 2015



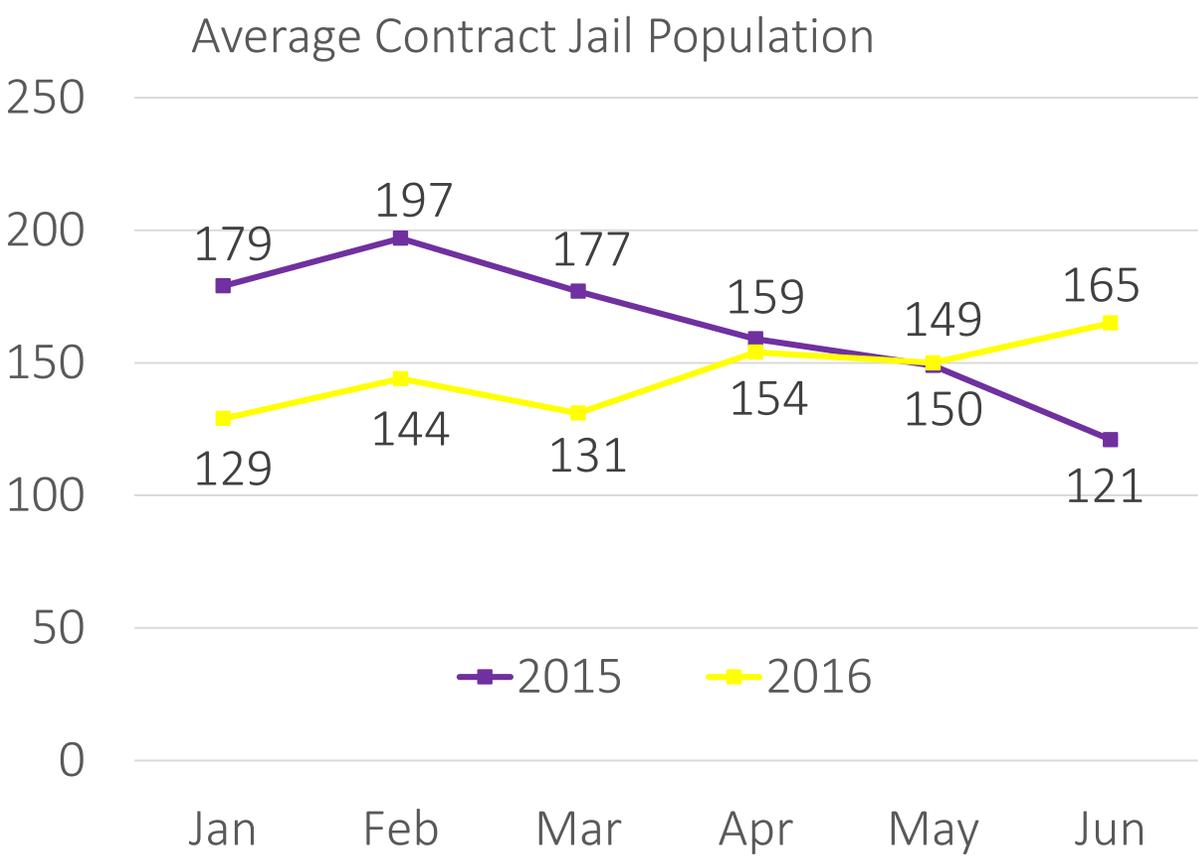
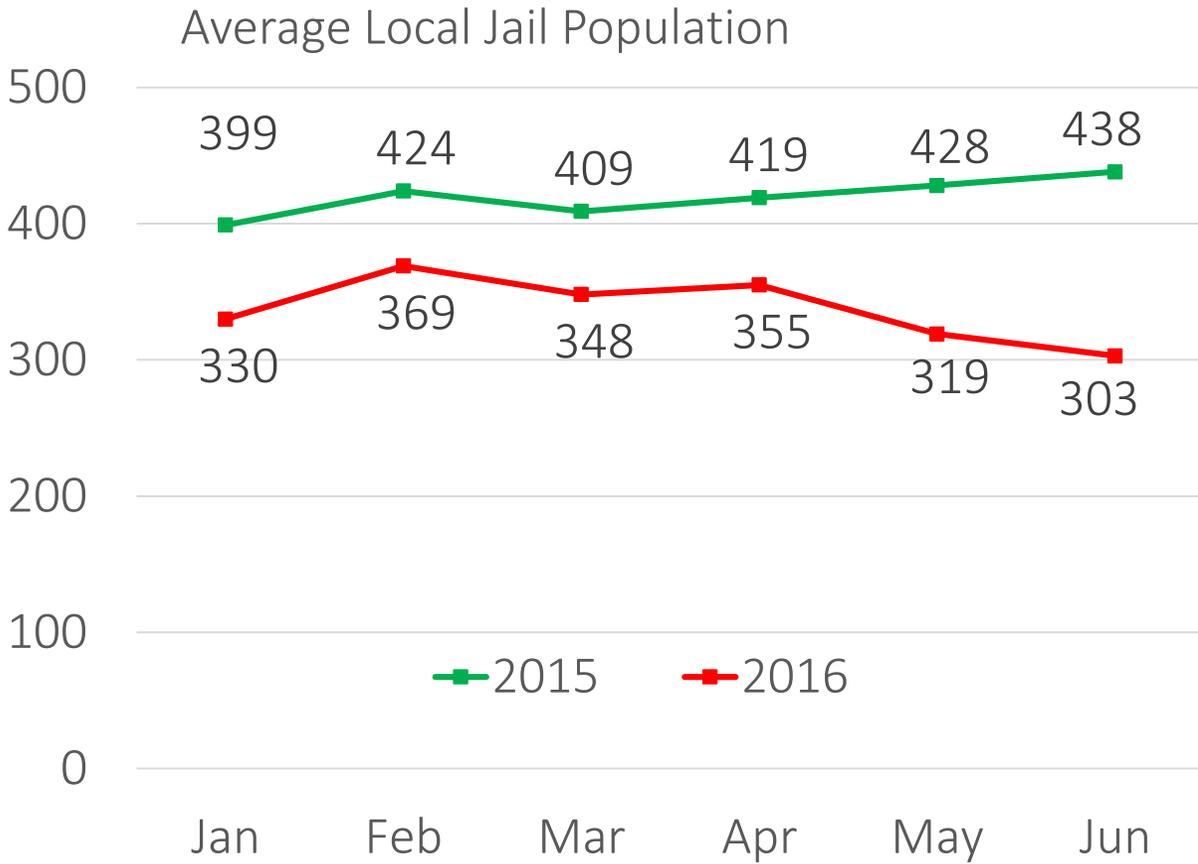
# Current Expense Fund – 2013 through 2016

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
• General Government	\$1,106,243	\$1,119,838	\$1,289,681	\$1,232,097
• Public Safety	\$ 226,853	\$ 228,277	\$ 173,469	\$ 138,182
• SC Felony/Misdeam. Penalties	\$ 464,894	\$ 446,658	\$ 502,833	\$ 435,077
• Civil Infra. Penalties	\$1,161,625	\$1,123,344	\$ 967,697	\$ 471,516
• Criminal Traffic Misdeam. Penalties	\$ 405,463	\$ 394,092	\$ 358,206	\$ 272,136
• Criminal Non-Traffic Fines	\$ 103,307	\$ 101,904	\$ 87,261	\$ 54,136
• Criminal Costs	\$ 632,758	\$ 616,748	\$ 474,871	\$ 497,325
• Interest Other Earnings	<u>\$ 194,906</u>	<u>\$ 182,419</u>	<u>\$ 194,939</u>	<u>\$ 163,181</u>
	<u>\$4,296,049</u>	<u>\$4,213,307</u>	<u>\$4,048,957</u>	<u>\$3,263,650</u>

# Current Expense Fund - 2015 vs 2016

	<u>2015</u>	<u>2016</u>	<u>Variance</u>
• General Government	\$1,289,681	\$1,232,097	\$ (57,585)
• Public Safety	\$ 173,469	\$ 138,182	\$ (35,287)
• SC Felony/Misdemeanor Penalties	\$ 502,833	\$ 435,077	\$ (67,756)
• Civil Infra. Penalties	\$ 967,697	\$ 471,516	\$ (496,181)
• Criminal Traffic Misdemeanor Penalties	\$ 358,206	\$ 272,136	\$ (86,070)
• Criminal Non-Traffic Fines	\$ 87,261	\$ 54,136	\$ (33,125)
• Criminal Costs	\$ 474,871	\$ 497,325	\$ 22,454
• Interest Other Earnings	<u>\$ 194,939</u>	<u>\$ 163,181</u>	<u>\$ (31,758)</u>
	<u>\$4,048,957</u>	<u>\$3,263,650</u>	<u>\$ (785,308)</u>

# Average Jail Population – 2016 vs 2015



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> <u>7/26/2016</u> <b>Subject:</b> <u>Clodfelter Road area – Road closures during construction</u> <b>Prepared by:</b> <u>MSR</u> <b>Reviewed by:</b>	<b>Execute Contract</b> _____ <b>Pass Resolution</b> _____ <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____ <b>Information Only</b> <u>XX</u>	<b>Consent Agenda</b>  <b>Public Hearing</b> _____ <b>1st Discussion</b> <u>X</u> <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

The City of Kennewick has been constructing a route connecting Steptoe Blvd to its Southridge Area. The proposed road is called Bob Olson Parkway. Some portions of the work have been completed such as the round-about at the intersection of 10<sup>th</sup> Ave, Clodfelter Road and Step Toe Blvd (5 corners). Other portions of the project are currently under way.

In order to complete the connection portions of Clodfelter Road and 10<sup>th</sup> Avenue, which are currently County Roads, must be reconfigured. The City has developed construction plans for the necessary changes and has worked with the Road Department through that process. In order to prosecute the work certain portions of those roads will need to be temporarily closed for construction. The City has developed a phasing plan that includes road closures, temporary connections and rerouting of traffic through the area.

The City of Kennewick Public Works Director, Cary Roe, has prepared a brief presentation that goes over the proposed reconfiguration of the roads in this area during construction.

**SUMMARY**

Portions of Clodfelter Road and 10<sup>th</sup> Avenue need to be rerouted to align with the City of Kennewick Bob Olson Parkway Project. The City of Kennewick Public Works Director, Cary Roe, will provide a brief presentation on the plan to route traffic through the area during construction.

**RECOMMENDATION**

No action by the Board is needed, the presentation is informational.

**FISCAL IMPACT**

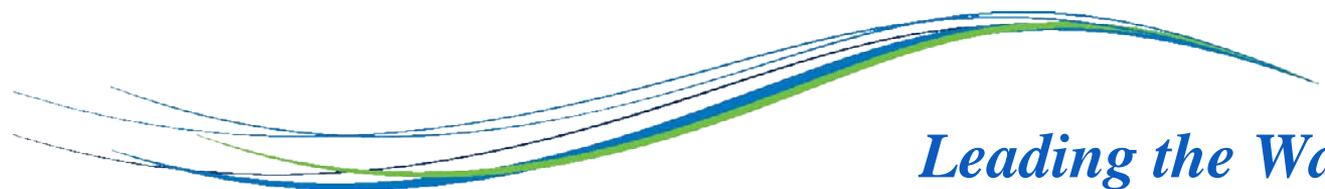
None. The project construction is completely funded by the City of Kennewick.

**MOTION**

No action by the Board is needed, the presentation is informational.

# ***CLODFELTER ROAD***

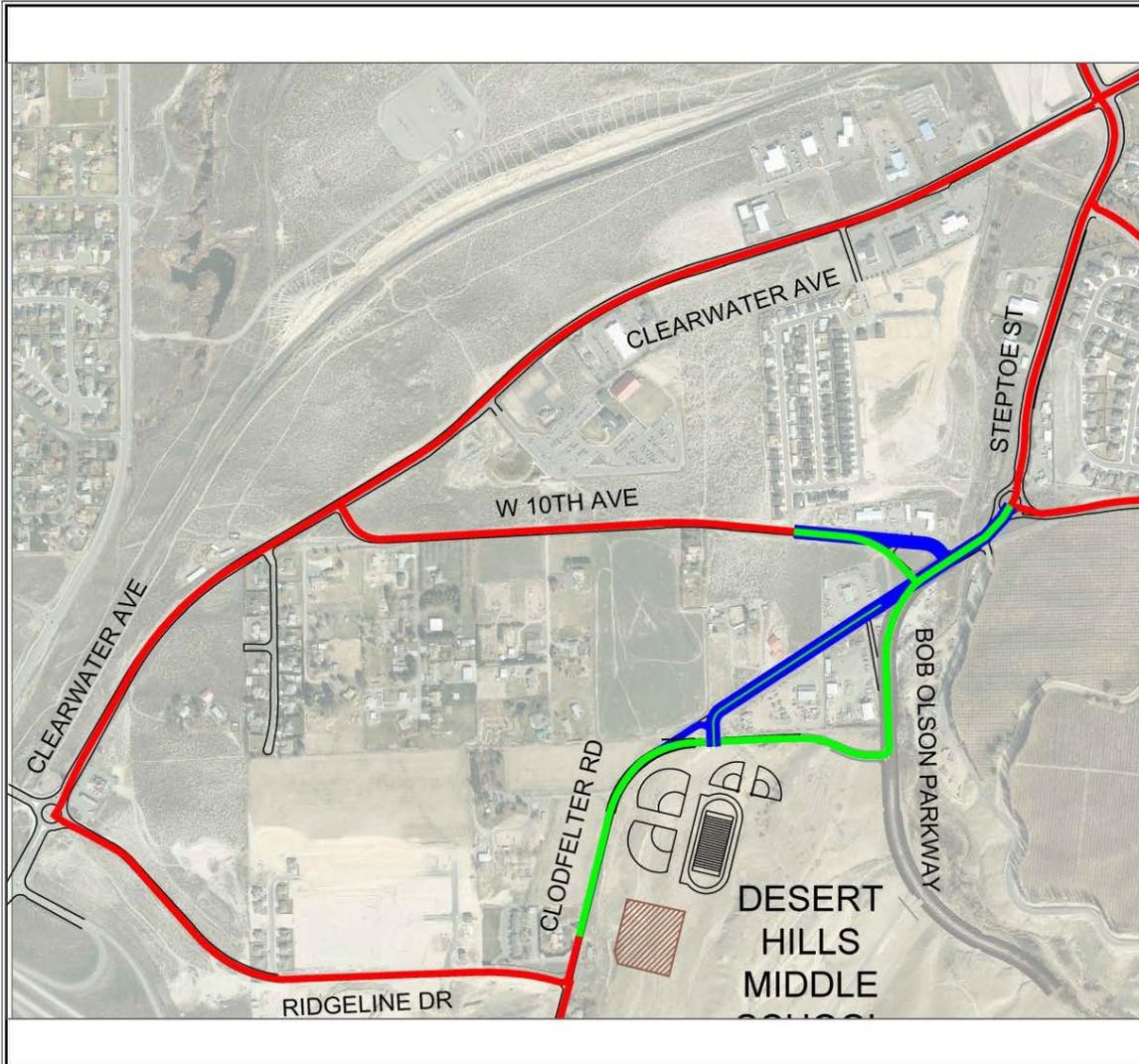
## ***CLOSURES, CONNECTIONS AND TIMEFRAMES***



*Leading the Way*

# CONNECTIONS TO CLODFELTER ROAD

## OVERALL VIEW



### CLODFELTER ROAD CLOSURE SCHEDULE

#### LEGEND

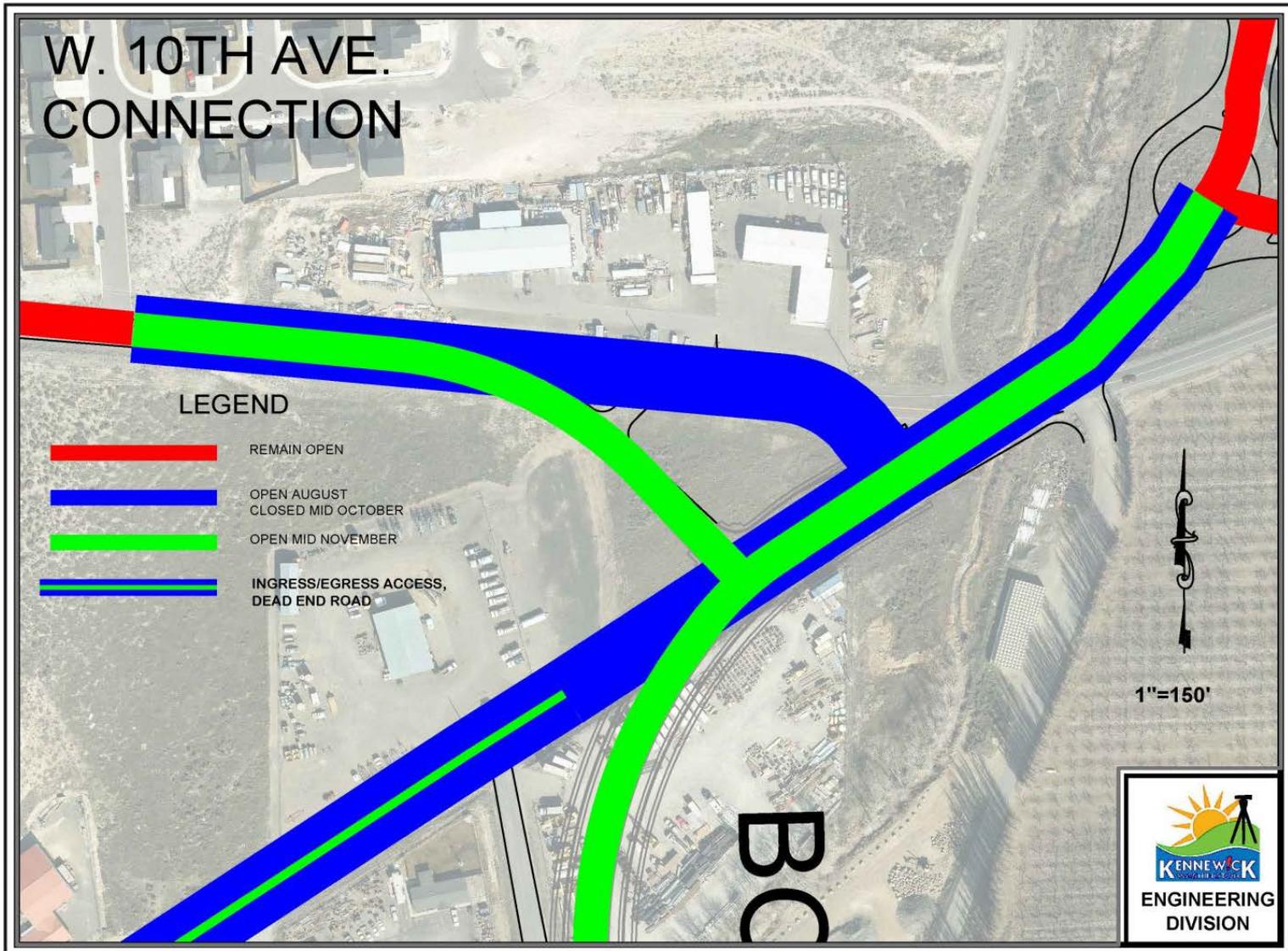
- REMAIN OPEN
- OPEN AUGUST  
CLOSED MID OCTOBER
- OPEN MID NOVEMBER
- INGRESS/EGRESS ACCESS,  
DEAD END ROAD



 KENNEWICK ENGINEERING DIVISION	 KENNEWICK WASHINGTON	DATE: 7/2/16 DWN: RAW DES: RAW CHK: BVB
	CLODFELTER ROAD CLOSURES AND DETOURS	SHEET 1 OF 1
PROJECT ACCOUNTING #: P1601-16		DWG. NO.

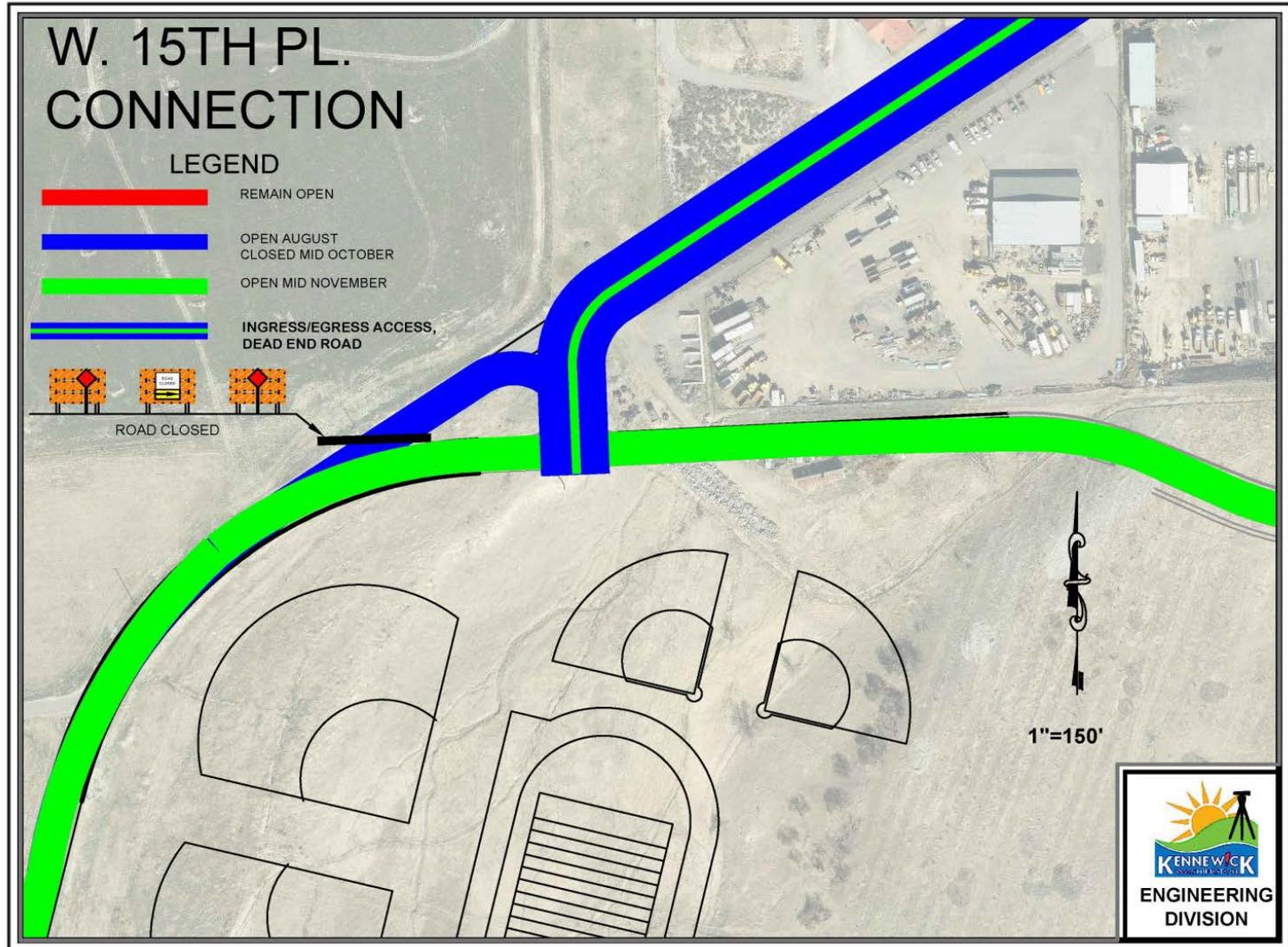
# CONNECTIONS TO CLODFELTER ROAD

## W. 10<sup>TH</sup> AVE. CONNECTION



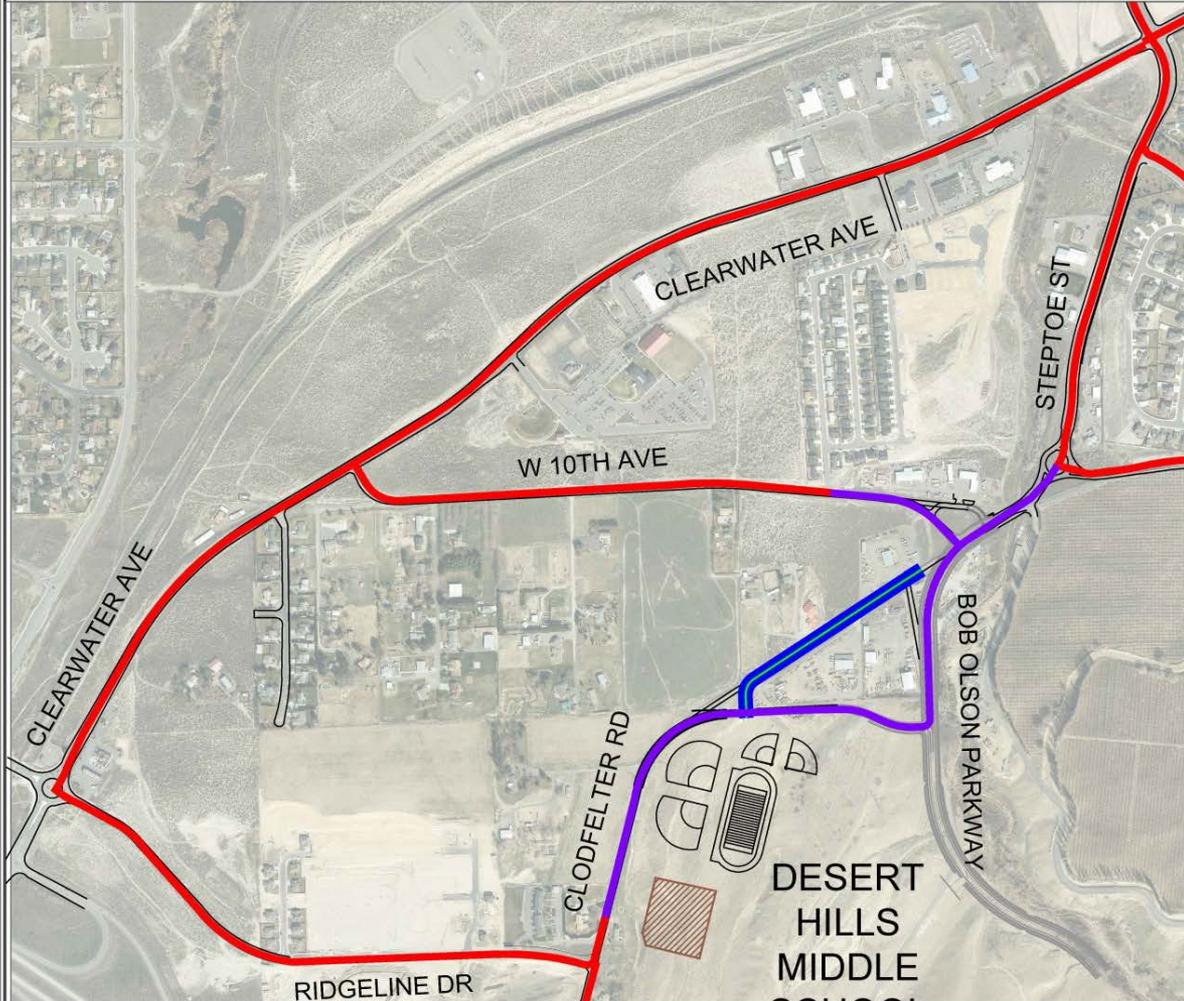
# CONNECTIONS TO CLODFELTER ROAD

## W. 15TH PL. CONNECTION



# CONNECTIONS TO CLODFELTER ROAD

## FINAL CONNECTIONS



### CLODFELTER ROAD FINAL CONNECTIONS

#### LEGEND

-  REMAIN OPEN
-  INGRESS/EGRESS ACCESS, DEAD END ROAD
-  FINAL CONNECTIONS



<b>KENNEWICK</b> WASHINGTON	DATE	7/12/16	
	DWN	RAW	
	DES	RAW	
CLODFELTER ROAD CLOSURES AND DETOURS		CHK	BWB
PROJECT ACCOUNTING #: P1601-16		SHEET OF	1 1
		DWG. NO.	

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>July 26, 2016</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Old Engineers Bldg.</u>	Pass Resolution _____	Public Hearing _____
	Pass Ordinance _____	1st Discussion <u>X</u>
Prepared by: <u>Fred Bowen</u>	Pass Motion <u>X</u>	2nd Discussion _____
	Other _____	Other _____
Reviewed by:		

**BACKGROUND INFORMATION**

March 15, 2016 the Board approved a Feasibility Study to determine the Structural Condition of the Old Engineering Building. Reports indicated the building appears to be in good overall condition.

**SUMMARY**

Modernization of the entire facility would include new interior finishes, electrical, mechanical, plumbing, roofing, doors, windows, ADA elevator/ramp/entry stairs, restrooms and repointing some of the exterior brick veneer.

Approximately 5,900 sq. ft.

Relocating the Planning Dept. to the newly renovated building would allow for the sale of the Planning Annex and parking lots offsetting some of the construction costs.

**FISCAL IMPACT**

Estimated Costs to modernization of the entire facility is between \$1.5 million to \$1.55 million. Planning Annex and parking lots total appraised value is estimated at \$224,000 offsetting some of the cost to \$1.326 million

**RECOMMENDATION**

Public Service Administrator recommends that the Board of Benton County Commissioner approve entering into a contract with CKJT Architects for the development of the construction plans and specification for the renovation of the Old Engineering Bldg. located behind the Courthouse

**MOTION**

Move that the Board of Benton County Commissioners approve the Public Services Administrator to proceed with forming a Contract with CKJT for the development of construction plans and specification for the renovation of the Old Engineering Bldg.

# Benton County Financial Update As of June 30, 2016

**Overview**

- Currently 75.00% way through Biennium
- Revenue
  - Budget: \$322,254,200
  - Revenue YTD: \$252,995,346
  - 78.52% of Budget (78.50%)
- Expenditures
  - Budget: \$322,912,049
  - Expenditures YTD: \$243,559,523
  - 68.21% of Budget

**Revenue**

- Taxes:
  - 80.66% of Budget
- Licenses & Permits:
  - 78.62% of Budget
- Intergovernmental
  - 78.30% of Budget
- Charges for Goods & Services
  - 68.55% of Budget
- Fines & Forfeitures
  - 72.10% of Budget
- Misc Revenue
  - 78.99% of Budget

**Expenditures**

- Salaries & Wages:
  - 71.92% of Budget
- Benefits
  - 69.99% of Budget
- Supplies
  - 54.10% of Budget
- Other Services & Charges
  - 58.97% of Budget

Questions?

# Benton County Financial Update

## As of June 30, 2016

### Overview

- Currently 75.00% way through Biennium
- Revenue
  - Budget \$322,254,200
  - Revenue YTD \$25,895,346
  - 7% 82% of Budget (75.80%)
- Expenditures
  - Budget \$322,252,049
  - Expenditures YTD \$243,559,522
  - 68.21% of Budget

### Revenue

- Taxes:
  - 80.66% of Budget
- Licenses & Permits:
  - 78.62% of Budget
- Intergovernmental
  - 78.30% of Budget
- Charges for Goods & Services
  - 68.55% of Budget
- Fines & Forfeitures
  - 72.10% of Budget
- Misc Revenue
  - 78.99% of Budget



### Expenditures

- Salaries & Wages:
  - 71.92% of Budget
- Benefits
  - 69.99% of Budget
- Supplies
  - 54.10% of Budget
- Other Services & Charges
  - 58.97% of Budget



Questions?

# *Overview*

- Currently 75.00% way through Biennium
  - Revenue
    - Budget: \$122,354,286
    - Revenues YTD: \$93,496,346
    - 76.41% of Budget (75.80%)
  - Expenditures
    - Budget: \$122,512,019
    - Expenditures YTD: \$83,559,623
    - 68.21% of Budget

# Revenue

- Taxes:
  - 80.66% of Budget
- Licenses & Permits:
  - 78.62% of Budget
- Intergovernmental
  - 78.30% of Budget
- Charges for Goods & Services
  - 68.55% of Budget
- Fines & Forfeitures
  - 72.10% of Budget
- Misc Revenue
  - 78.99% of Budget

## Charges for Goods and Services

- Jail Revenue- Cities: 23.63% of Budget
- 54.13% of Budget
- 5.46% decrease from last Biennium
- Jail Revenue- Federal Contracts: 15.35% of Budget
- 50.89% of Budget
- 22.35% decrease from last Biennium

## Fine & Forfeitures

- 2013-2014 vs. 2015-2016 Biennium
  - 7.27% Decrease
- 2014 vs. 2015
  - 9.47% Decrease
- Jan-June 2015 vs. Jan-June 2016
  - 13.22% Decrease

## *Charges for Goods and Services*

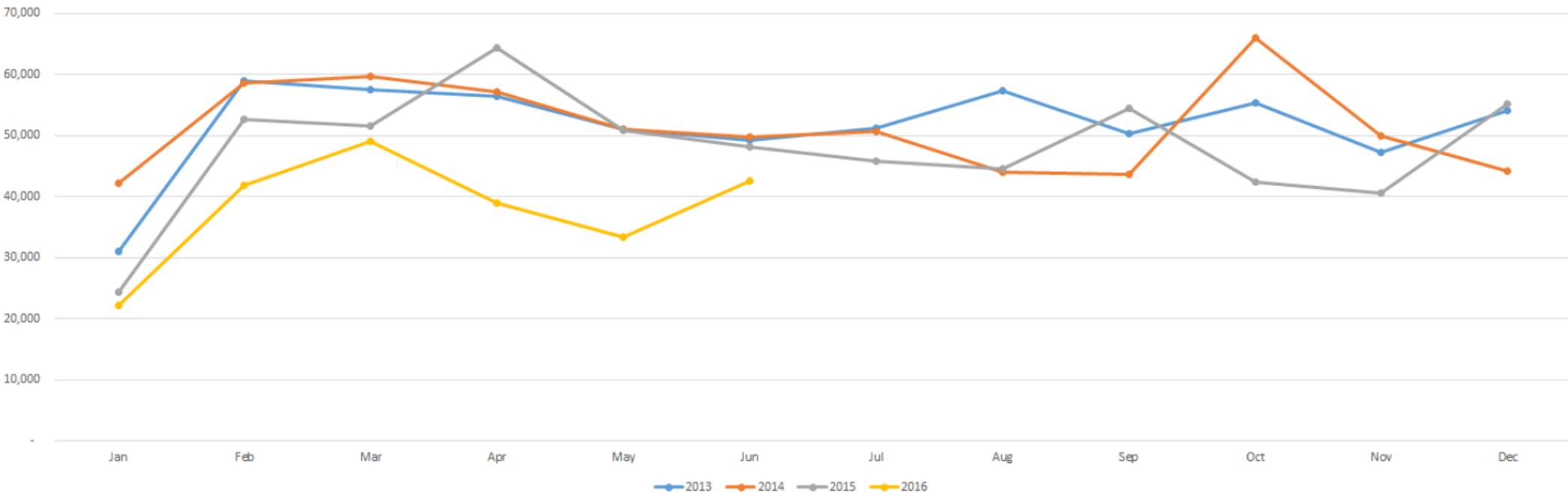
- Jail Revenue- Cities: 23.63% of Budget
  - 54.13% of Budget
  - 5.46% decrease from last Biennium
- Jail Revenue- Federal Contracts: 15.35% of Budget
  - 50.69% of Budget
  - 22.35% decrease from last Biennium

# *Fine & Forfeitures*

- 2013-2014 vs. 2015-2016 Biennium
  - 7.27% Decrease
- 2014 vs. 2015
  - 9.47% Decrease
- Jan-June 2015 vs. Jan-June 2016
  - 13.22% Decrease

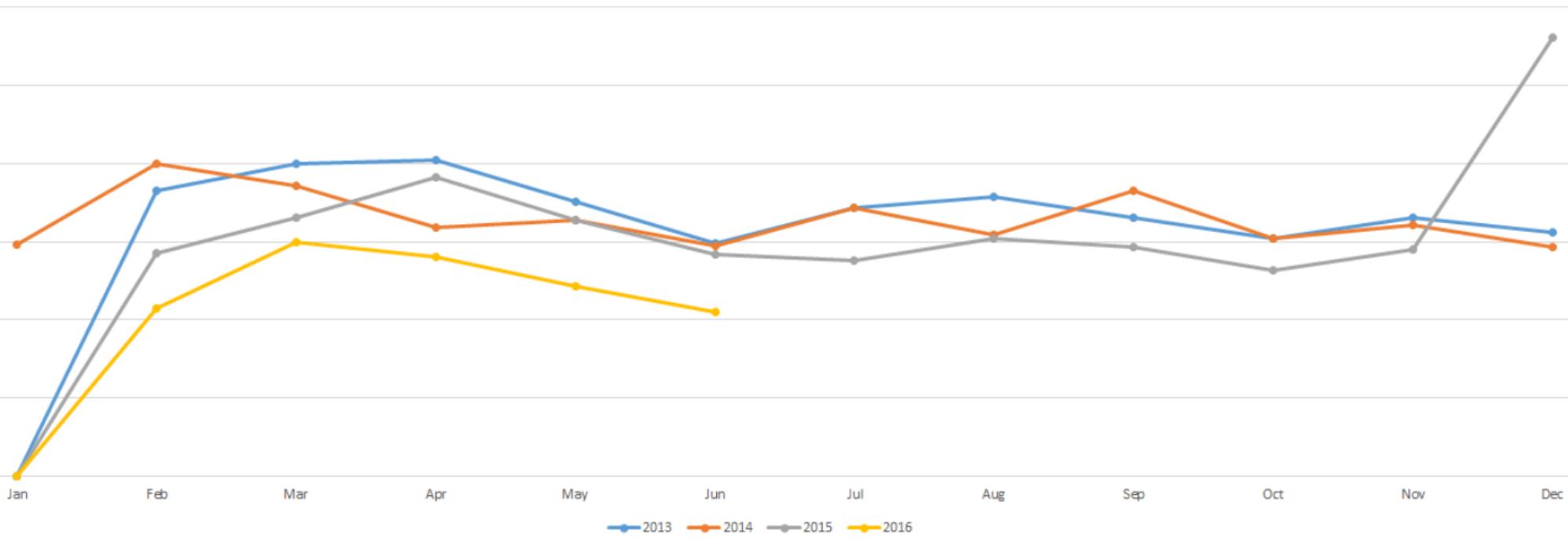


357 CRIMINAL COSTS



355

### CRIMINAL TRAFFIC MISDEMEANOR PENALTIES



# *Expenditures*

- Salaries & Wages:
  - 71.92% of Budget
- Benefits
  - 69.95% of Budget
- Supplies
  - 54.10% of Budget
- Other Services & Charges
  - 58.97% of Budget

## *Supplies*

- **Vehicle Fuel**- 26.38% of Supplies Budget
  - Running 44.39% of Budget
    - Sheriff Deputies - 64.75% of Fuel Budget
      - 44.44% of their Budget
- **Medical Supplies**- 14.58% of Supplies Budget
  - Running 49.51% of Budget
    - Sheriff Corrections- 93.70% of Medical Supplies Budget
      - 52.85% of Budget
- **Operating Supplies**- 13.56% of Supplies Budget
  - Running 46.67% of Budget
    - Sheriff Corrections & Deputies- 89.72% of Operating Supplies Budget
      - 47.72% of Budget

## *Other Services & Charges*

- Quarterly Assessments-29.07% of Budget
  - Running 59.34% of Budget
- Professional Services- 6.73% of Budget
  - Running 56.19% of Budget
- Jail Food Service- 5.59% of Budget
  - 60.86% of Budget

# *Supplies*

- **Vehicle Fuel-** 26.38% of Supplies Budget
  - Running 44.39% of Budget
    - Sheriff Deputies - 64.75% of Fuel Budget
      - 44.44% of their Budget
- **Medical Supplies-** 14.58% of Supplies Budget
  - Running 49.51% of Budget
    - Sheriff Corrections- 93.70% of Medical Supplies Budget
      - 52.85% of Budget
- **Operating Supplies-** 13.56% of Supplies Budget
  - Running 46.67% of Budget
    - Sheriff Corrections & Deputies- 89.72% of Operating Supplies Budget
      - 47.72% of Budget

## *Other Services & Charges*

- Quarterly Assessments-29.07% of Budget
  - Running 59.34% of Budget
- Professional Services- 6.73% of Budget
  - Running 56.19% of Budget
- Jail Food Service- 5.59% of Budget
  - 60.86% of Budget

Questions?

# Benton County Financial Update

## As of June 30, 2016

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- Fines & Forfeitures
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### Expenditures

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- Supplies
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Questions?