

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, June 21, 2016
Benton County Courthouse, Prosser, WA

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

9:00 AM

Call to Order

Approval of Minutes

❖ **June 14, 2016 Board Meeting**

Review Agenda

Consent Agenda

Auditor

a. Line Item Transfer, Fund No. 0000-101, Dept. 102

Human Services

b. Grant Agreement w/Benton Franklin Community Action Committee for Funding of Security & Alarm System

c. 3rd Amended Agreement w/DSHS for Prevention Services

d. 1st Amended Contract w/Inter-City Legal Processing & Messenger Service

e. Agreement w/J Crow for Community Prevention Coordinator

Juvenile

f. 1st Amendment w/Aramark Correctional Services for Food Services

Office of Public Defense

g. Amending Interlocal Agreement w/City of Richland for Costs of Mental Health Court

h. Amending Interlocal Agreement w/City of Kennewick for Costs of Mental Health Court

Personnel

i. Reappointment of R Knight to the Civil Service Commission Board

j. Reappointment of A Taylor to the Civil Service Commission Board

k. Establishing an Adult Drug Court Coordinator Classification and Salary Grade

Planning

l. Reappointment of M Kaspar to the Planning Department Commission

Public Works

m. Authorizing the Transfer of Capital Equipment from ER&R to County Road

Public Hearing

Short Plat Vacation 2016-001 ~ RJ Lott

Supplemental Adjustment Requests ~ L Wingfield / L Smith-Kelty

Scheduled Business

2016 Byrne Justice Assistance Grant – Cpt. Vannoy

Authorization to Go Out to Bid – F Bowen

- **Justice** Center Roof Replacement
- **Kennewick** Annex Parking Lot Modification

WSU Regional Livestock & Forages Update ~ M Ophardt

Unscheduled Visitors

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, June 14, 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 Marilu Flores

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; Clark Posey; RJ Lott, Human Services Administrator Kyle Sullivan; Clerk Josie Delvin; GIS Manager Mary Phillips; Public Services Administrator Fred Bowen; Shyanne Faulconer, Public Relations Coordinator.

Approval of Minutes

The Minutes of June 7, 2016 were approved.

Consent Agenda

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

Auditor

- a. Surplus of Personal Property

BOE

- b. Line Item Transfer, Fund No. 0000-101, Dept. 103

Commissioners

- c. Award of Contract for Official County Newspaper to Tri-City Herald
- d. Memorandum of Understanding for the Allocation of Adult Drug Court & Juvenile Drug Court Program Costs

Fairgrounds

- e. Purchase of Crushed Rock from C & E Trenching
- f. Contract w/Total Energy Management for Installation of 2 Gas Packaged Units

Human Services

- g. 2nd Amended Agreement w/Service Alternatives, Inc. for Developmental Disability Services
- h. 2nd Amended Agreement w/Ambitions Community Support Services of WA, Inc. for Developmental Disabilities Services
- i. Amended Agreement w/WA St Dept of Commerce, Community Services & Housing Division

- j. 2nd Amended Agreement w/Goodwill Industries for Developmental Disabilities Services
- k. 1st Amended Agreement w/S Adolphsen for Parent Coalition
- l. 2nd Amended Agreement w/Columbia Industries for Developmental Disabilities Services
- m. 2nd Amended Agreement w/Children’s Developmental Center for Developmental Disabilities Services
- n. 2nd Amended Agreement w/The Arc of Tri-Cities for Developmental Disabilities Services

Information Technology

- o. Purchase of Two Standard Workstations, Laptops & Mobile Printers

Parks

- p. 2nd Amended Contract w/Bauder Grading & Excavation for Irrigation System @ Fairgrounds & Vista Park

Personnel

- q. Contract w/Praetorian Group, Inc. for Online Training Courses
- r. Agreement w/PricewaterhouseCoopers for Review of Workers’ Compensation & Liability Programs
- s. Rescinding Resolution 2016-450, Establishing an Adult Drug Court Coordinator Classification Description & Salary Grade

Public Works

- t. 1st Amended Contract w/Solid Structures for Construction of 3 Storage Sheds
- u. Award of Prosser to Grandview Pedestrian & Bicycle Pathway Improvements to Grade Worx

Public Hearing – Comprehensive Plan Amendment 2016-001

R.J. Lott indicated that an applicant was requesting an amendment to the Benton County Comprehensive Plan to change the land use designation of a 40 acre parcel from “Rural Lands 5 Acres” to “Heavy Industrial” which was held before the Planning Commission on May 10, 2016.

Mr. Lott indicated that it is the Planning Commission’s recommendation to approve CPA 2016-001 to change the land use designation for Parcel #1-2380-400-0006-000, a 40 acre parcel from “Rural Lands 5 Acres” to “Heavy Industrial”.

Commissioner Delvin questioned the activity taking place at that location since 1935 and Mr. Lott indicated that there were some agricultural uses on the parcel which would be allowed as heavy industrial. The Planning Commission responded to two concerns addressed before them.

As there was no one to testify, public testimony was closed.

MOTION: Commissioner Beaver moved to adopt the Comprehensive Plan Amendment Application #CPA 2016-001 and approve changing Land Use Maps 4.0 and 4.6 from Rural Lands 5 to Heavy Industrial and that the Board adopt the Planning Commission’s findings of fact and conclusions. Commissioner Delvin seconded and upon vote, the motion carried.

Public Hearing - Zone Change ZC 2016-001

On May 10, 2016, the Benton County Planning Commission conducted an open records hearing requesting to change the zoning classification of a portion of Section 23 of Township 8 North, Range 30 East, from Rural Lands 5 to Heavy Industrial.

After reviewing the information presented at the public meeting, the Planning staff recommends that the Board adopt the Planning Commission's recommendation, Findings and Conclusions, and approve the proposed zone change.

As there was no one to testify, public testimony was closed.

MOTION: Commissioner Beaver moved to adopt the Planning Commission's recommendation, Findings and Conclusions, as their own and approve the Zone Change Application ZC 2016-001. Commissioner Delvin seconded and upon vote, the motion carried.

Public Hearing – Short Plat Vacation

Mr. R.J. Lott indicated that the Planning Department had received a request for the vacation of a portion of the "T" shaped turnaround easement on Lot 3 on Short Plat 2864.

Mr. Lott said it was the Planning Department's recommendation to approve the proposed vacation of a portion of the "T" shaped turnaround on Lot 3 of Short Plat 2864, conditioned that a licensed surveyor provides a legal description of the portion of the turnaround to be vacated and that it meet the Fire Marshal's requirements.

As there was no one to testify; public testimony was closed.

MOTION: Commissioner Beaver moved to approve the vacation of a portion of the "T" shaped turnaround on Lot 3 of Short Plat 2864, conditioned that the applicants have a licensed surveyor to provide a legal description of the portion of the turnaround to be vacated and that it meet the Fire Marshal's requirements located on Lot 3 of Short Plat 2864, records of Benton County. The additional information would need to be submitted to the Planning Department within one year of the vacation being conditionally approved or this application would be declared null and void. Commissioner Delvin seconded and upon vote, the motion carried.

Scheduled Business

Final Plat of Summit View; SUB 2016-002

Mr. Clark Posey brought forward for review and approval the preliminary plat of Summit View, which created 360 lots from 517 acres. The preliminary plat was originally approved subject to 21 conditions.

Mr. Posey indicated that all conditions had been completed for the Final Plat of Summit View Phases 9 & 10 and satisfied and all signatures had been obtained. It was the recommendation of the Planning Department that the Final Plat of Summit View Phases 9 & 10, SUB 2016-002 be approved.

MOTION: Commissioner Beaver moved to adopt the resolution approving the Final Plat of Summit View Phases 9 & 10, SUB 2016-002. Commissioner Delvin seconded and upon vote, the motion carried.

Road Department Annual Report & Presentation

Mr. Matt Rasmussen and Robert Blain updated the Board on the following:

- **Road Maintenance
- **Design and Construction Management
- **Development and Permitting
- **Fleet Maintenance
- **Asset & Maintenance Management
- **Pits & Quarries
- **Solid Waste Program

Mr. Rasmussen concluded with a budget summary report. He indicated that the biennial budget had been \$37 million. Expenditures for 2015 were \$13.3 million with a balance remaining for 2016 of \$23.7 million.

Unscheduled Visitors

Kyle Sullivan, Human Services Administrator updated the board regarding his attendance last Wednesday (6/18/16) before the Franklin County Board. Mr. Sullivan indicated that Franklin County discussed the proposed comprehensive behavioral health care plan and indicated that an outside attorney had reviewed and responded with additional questions. It was determined that Franklin County would write a letter with their additional questions to Benton County before rendering a decision on the proposed contract with Comprehensive Mental Health.

Mr. Sullivan indicated there were questions regarding the potential for conflict of interest with Mr. Weaver. Commissioner Small said he was under the assumption that those kinds of concerns were addressed during the last bi county meeting.

Commissioner Delvin asked DPA Ryan Brown if the no-compete clause was addressed with language about not having Comprehensive Mental Health. No one had a copy of the contract handy to answer questions on the no-compete clause. Commissioner Delvin suggested DPA Ryan Lukson draft a letter and Ryan Brown said he would have Ryan Lukson contact Franklin County to get specifics.

Commissioner Small emphasized that Franklin County had six weeks to review the contract. County Administrator David Sparks reviewed the minutes of the April 25, 2016 bi county meeting held in Franklin County and said during that meeting, a motion was made approving Mr. Weaver for the implementation of the comprehensive behavioral health care plan.

Commissioner Small asked Mr. Sullivan if there were funds available for Benton County to move forward if Franklin County decided not to sign the contract. Mr. Sullivan affirmed that there were funds.

Commissioner Delvin suggested the Benton County Prosecuting Attorney contact the Franklin County's Prosecuting Attorney to resolve the conflict issue and perhaps if there was not an answer by next week, Benton County would move forward alone.

Other Business

Commissioner Delvin said he went to the Benton City roundabout on Monday, June 13 for the ribbon cutting and would be going to the Columbia Industries dinner this week wherein the Clerk's Office would be receiving an award for their work on their storage project.

Commissioner Delvin brought up last week's discussion regarding banning travel to Seattle and said he recommended sending a resolution stating that Benton County did not support shutting down the Columbia Generating Station.

Commissioner Small raised the transgender bathroom issue. Commissioner Delvin stated that while the schools may be mandated by federal law to take action, he saw no immediate need for Benton County to move forward at this time.

Adam Fyall introduced new employee, Shyanne Faulconer as the Community Programs/Public Relations Coordinator. He said Ms. Faulconer would be working with community service providers, conducting surveys, monitoring contracts, and providing public communications outreach and events planning.

Claim for Damages

CC 2016-10: Received on June 8, 2016 from Brian Edwards.

Resolutions

- 2016 471 Surplus of Personal Property
- 2016 472 Line Item Transfer, Fund No. 0000-101, Dept. 103
- 2016 473 Award of Contract for Official County Newspaper to Tri-City Herald
- 2016 474 Memorandum of Understanding for the Allocation of Adult Drug Court & Juvenile Drug Court Program Costs
- 2016 475 Purchase of Crushed Rock from C & E Trenching
- 2016 476 Contract w/Total Energy Management for Installation of 2 Gas Packaged Units
- 2016 477 2nd Amended Agreement w/Service Alternatives, Inc. for Developmental Disability Services
- 2016 478 2nd Amended Agreement w/Ambitions Community Support Services of WA, Inc. for Developmental Disabilities Services
- 2016 479 Amended Agreement w/WA St Dept of Commerce, Community Services & Housing Division
- 2016 480 2nd Amended Agreement w/Goodwill Industries for Developmental Disabilities Services
- 2016 481 1st Amended Agreement w/S Adolphsen for Parent Coalition
- 2016 482 2nd Amended Agreement w/Columbia Industries for Developmental Disabilities Services
- 2016 483 2nd Amended Agreement w/Children's Developmental Center for Developmental Disabilities Services
- 2016 484 2nd Amended Agreement w/The Arc of Tri-Cities for Developmental Disabilities Services

- 2016 485 Purchase of Two Standard Workstations, Laptops & Mobile Printers
2016 486 2nd Amended Contract w/Bauder Grading & Excavation for Irrigation System @
Fairgrounds & Vista Park
- 2016 487 Contract w/Praetorian Group, Inc. for Online Training Courses
2016 488 Agreement w/PricewaterhouseCoopers for Review of Workers' Compensation & Liability
Programs
- 2016 489 Rescinding Resolution 2016-450, Establishing an Adult Drug Court Coordinator
Classification Description & Salary Grade
- 2016 490 1st Amended Contract w/Solid Structures for Construction of 3 Storage Sheds
2016 491 Award of Prosser to Grandview Pedestrian & Bicycle Pathway Improvements to Grade
Worx
- 2016 492 Amended Comprehensive Plan ~ CPA 2016-001
2016 493 Zone Change ~ ZC 2016-001
2016 494 Final Plat of Summit View Phase 9 & 10; SUB 2016-002

There being no further business before the Board, the meeting adjourned at approximately 9:53 am.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

"IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
FUND NO. 0000101.102

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: B. Chilton; Auditor; File

RANGER

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor

Dept Nbr: 102

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.810	4201	Postage	\$5,000	514.810	1905	Temporary Help	\$5,000
TOTAL			\$5,000	TOTAL			\$5,000

Explanation:

The Auditor's Office has had many employees out on extended leave causing more temporary help use than normal.

Prepared by: T Ranger

Date: 6/13/16

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Next available	Execute Contract	_X_
Subject: <u>Grant Agreement #2060-2016-CAC:</u> <u>between Benton and Franklin Counties</u> <u>Department of Human Services and</u> <u>Elijah Family Homes</u>	Pass Resolution	_X_
	Pass Ordinance	_____
	Pass Motion	_____
	Other	_____

Prepared by: Shela Berry, Admin Assist-DHS	Consent Agenda	_X_
Reviewed by: Kyle Sullivan, Administrator-DHS	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION

The purpose of this Agreement is the installation of a security and alarm system in a building owned by Benton Franklin Community Action Connection, at 720 W Court Street in Pasco, for a family day shelter known as "Second Chances Center" (SCC).

Second Chances Center will provide outreach, parenting and life skills, financial literacy, job search/resume writing, and housing search training. The goal of the center is to empower families who are homeless or at risk of homelessness to achieve stable housing and self-sufficiency through a holistic and one-stop approach.

COORDINATION

Michaela Murdock, BCPA
Kyle Sullivan, DHS
Melinda Diaz, DHS

SUMMARY

Award: \$17,928.00
Period: July 1, 2016 through June 30, 2017
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

- Sign the resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement 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 0152101 State/Affordable Housing Fund, for a Consideration amount of \$17,928.00.

MOTION

To approve signing Grant Agreement #2060-2016-CAC between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee, and to authorize the Chair to sign of behalf of the Board.



Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2016-CAC BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND BENTON FRANKLIN COMMUNITY ACTION COMMITTEE

WHEREAS, the purpose of this Agreement is the installation of a security and alarm system in a building owned by Benton Franklin Community Action Connection, at 720 W Court Street in Pasco, for a family day shelter known as "Second Chances Center" (SCC);and

WHEREAS, Second Chances Center will provide outreach, parenting and life skills, financial literacy, job search/resume writing, and housing search training. The goal of the center is to empower families who are homeless or at risk of homelessness to achieve stable housing and self-sufficiency through a holistic and one-stop approach; NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2016-CAC between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee; for the funding of a security and alarm system in the Second Chances Center, a family day shelter located in Pasco WA; for a Consideration amount of \$17,928.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on the July 1, 2016 and ends on June 30, 2017.

Dated thisday of, 2016

Chair

Member

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

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2060-2016-CAC**

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), and **Benton-Franklin Community Action Committee**, a nonprofit public benefit corporation organized under the laws of the State of Washington with its principal offices at 720 W. Court Street, Pasco, WA 99301, (hereinafter "Contractor").

County Contact Representative:
 Kyle Sullivan, Administrator
 Department of Human Services
 7102 W. Okanogan Place, Suite 201
 Kennewick, WA 99336
 Phone: (509) 783-5284
 Fax: (509) 783-5981
 E-Mail: Kyle.Sullivan@co.benton.wa.us

Recipient Contact Representative:
 Judith Gidley, Executive Director
 Benton Franklin Community Action Committee
 720 W. Court Street
 Pasco, WA 99301
 Phone: (509) 545-4042
 Fax: (509) 545-9691
 E-Mail: jgidley@bfcac.org

Agreement Start Date July 1, 2016
 Agreement End Date June 30, 2017
 Unless this Agreement is terminated sooner as set forth herein.

Consideration Benton County – \$17,928.00

Exhibit A Budget
 Exhibit B Partnership Participation Agreement
 Exhibit C Coordinated Entry System Guidelines

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

For the Contractor:

 6/6/16
 Executive Director Date

For Benton County:

 Benton County Commissioners Date

 Attest: Clerk of the Board

Approved as to Content:

 Department of Human Services

Approved as to Form:

 Benton County Prosecutor's Office

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1. SPECIAL TERMS AND CONDITIONS

- 1.1 **Purpose:** The purpose of this Agreement is to fund the installation of a security and alarm system in a building owned by Benton-Franklin Community Action Committee, at 720 W. Court Street in Pasco, that will house a family day shelter known as "Second Chances Center" (SCC). Second Chances Center will provide outreach, parenting and life skills, financial literacy, job search/resume writing, and housing search training. The goal of the center is to empower families who are homeless or at risk of homelessness to achieve stable housing and self-sufficiency through a holistic and one-stop approach.
- 1.2 **Client Eligibility Requirements**
- a. **Client Eligibility:** Only Benton County residents who meet the income eligibility criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.
 - b. **Eligibility Verification and Documentation:** County residency and income eligibility status must be verified by the Contractor for program participants prior to billing for services. A copy of each participant's verification documentation shall be kept in the participant's file.
- 1.3 **Compensation:** The County shall pay to the Contractor an amount not to exceed the amount shown in the Budget, which is identified on the face sheet of this Agreement and in Exhibit A (attached hereto and incorporated by reference), for the performance of all things necessary for or incidental to the performance of the obligations of this Agreement.
- 1.4 **Eligible Use of Funds:** Funding awarded under this Agreement may only be used for eligible activities and expenses, which are identified in Exhibit A and may not exceed the total compensation amount of \$17,928.00, on the property located at 720 W. Court Street, Pasco, Washington (hereinafter referred to as the "Property").
- 1.5 **Contractor's Obligations:** The Contractor shall make improvements to the Property as described in Exhibit A (hereinafter referred to as the "Project") by June 30, 2017.
- 1.6 **Period of Performance:** The improvements required by this Agreement shall be made and completed by the Contractor between July 1, 2016 and June 30, 2017 (hereinafter referred to as the "Project Period").
- 1.7 **Funding Sources:** Funding sources under this Agreement are as follows: Benton County Affordable Housing Surcharge received pursuant to RCW 36.22.178.
- 1.8 **Billing Procedures and Payment:** The Contractor shall submit written claims for actual costs incurred on the appropriate forms provided by the County accompanied with verifiable documentation by the 10th day of each month. Payments made under this Agreement are intended by both Contractor and Benton County to be reimbursement for actual costs incurred by Contractor to complete the Project described in Exhibit A up to the amounts budgeted in the exhibit, and constitute the County's only financial obligation hereunder irrespective of whether the total cost to the Contractor exceeds \$17,928.00. The final billing for services against this Agreement shall occur no more than 30 days after the end date of this Agreement.

No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Agreement.

Unless otherwise provided for in this Agreement or any exhibits hereto, the Contractor will not be paid for any billings or invoices presented for costs incurred prior to July 1, 2016 or after June 30, 2017.

The County may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

The Contractor is responsible for any audit exceptions or disallowable costs incurred by its own organization or that of its sub-contractors.

- 1.9 **Recovery of Overpayment:** The Contractor shall not be reimbursed more than the amount of the allowable costs of performance of the Agreement. If the Contractor, County, or any other state agency determines that the Contractor has received payments under this Agreement in excess of the amount authorized by this Agreement, or otherwise not in conformity with the Agreement and/or if the Contractor bills and is paid fees for costs that County later finds were (a) not incurred; or (b) for work not performed in accordance with applicable standards, the County may recoup those payments, together with interest, as provided in this section.

The Contractor shall pay interest on overpayments at the rate of one percent (1%) per month or portion thereof. Where partial repayment of an overpayment is made, interest accrues on the remaining balance. Interest will not accrue when the overpayment occurred due to County error.

If the overpayment is discovered by the Contractor prior to discovery and notice by the County, the interest shall begin accruing ninety (90) days after the Contractor notifies the County of such overpayment.

If the overpayment is discovered by the County prior to discovery and notice by the Contractor, the interest shall begin accruing as follows, whichever occurs first:

- a. Thirty (30) days after the date of notice by the County to the Contractor; or
- b. Ninety (90) days after the date of overpayment to the County, whichever is later.

If the Contractor receives a notice of overpayment, which the County shall be required to timely provide, the Contractor may protest the overpayment determination pursuant to the Dispute Resolution Section of this Agreement. Failure to invoke said section within fifteen (15) days of receipt of a notice of overpayment will result in an overpayment debt against the Contractor.

- 1.10 **Fiscal Management:** The Contractor shall establish and maintain a system of accounting and internal controls that comply with generally accepted accounting principles and all state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to state and/or local grants, awards, and/or contracts. The Contractor shall ensure that construction and management of the Project is done in the most cost effective and efficient manner possible.

The Contractor's financial management system at a minimum shall:

- Be a viable, single organizational entity capable of effective and efficient processing of all of the fiscal matters, including proof of adequate protection against insolvency.
- Have the ability to pay for all expenses incurred during the Agreement period, including services that have been provided under the Agreement but paid after the Project Period.
- Include source documentation in support of allowable actual costs necessary to indicate costs incurred by the Contractor directly relating to the cost identified in the Budget.

- 1.11 **Access to Children, Disabled Persons, and Vulnerable Adults:** The Contractor shall prohibit staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services herein. The Contractor must conduct a background check for all applicants for staff or volunteer positions who

have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, they shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's authorized representative(s).

- 1.12 **Relationship of Parties:** The relationship of the Contractor to the County shall be that of independent contractor. No provision of this Agreement is intended or deemed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, representative, joint venture, or partner of the other.

The Contractor and its employees or agents will not hold themselves out as, nor claim to be, an agent, officer, or employee of the County, nor will they claim any of the rights, privileges, or benefits which might accrue to County employees.

Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of services, and resulting compensation, for services described herein.

The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon written request to do so from the County's Authorized Representative or designee.

- 1.13 **HMIS System:** The Contractor shall provide client information on an ongoing basis, and include a HMIS print out of clients served with each monthly bill before the 10th of each month. The Contractor will participate in the HMIS Collaborative, and the Data Sharing Agreement, and allow the County access to client level data. The Contractor will enter and exit all client information into the HMIS system on an ongoing basis.

- 1.14 **Insurance:** The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the County, its agents, officers, and employees should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Contractor, or agents of, while performing under the terms of this Agreement. Prior to request for reimbursement under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for five (5) years. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior notice to the County. Contractor shall maintain at Contractor's sole expense, unless otherwise stipulated, the following insurance coverage, insuring Benton County, its elected and appointed officials, officers, employees, and agents as required herein.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington unless an exception is given in writing by the County's authorized representative(s). All insurance, other than Professional Liability and Worker's Compensation, shall specifically include the County, its officials, officers, employees, and agents as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. The Contractor's insurance coverage shall be primary insurance as respect to the County, its elected and appointed officials, officers, employees, and agents. Any insurance or self-insurance maintained by the County, its elected and appointed officials, officers, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

Liability coverage, except Professional Liability, should be written on an Occurrence policy form. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of this Agreement. If coverage is Claims Made form, the retroactive date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the retroactive date.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

1.14.1 Commercial General Liability Insurance Policy: The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance Policy Form (CG0001) or equivalent, to protect the County from claims or actions for damages for bodily injury, including wrongful death, as well as from claims or actions of property damage which may arise from any operations under this Agreement whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

Specific limits required	\$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

1.14.2 Automobile Liability: The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (CA0001); or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims or actions which may arise from the performance of this Agreement, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered auto shall be designated as "Symbol 1" for any auto, if commercial auto liability is applicable.

1.14.3 Worker's Compensation Insurance: Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work. With respect to the performance of this Agreement and as to claims or actions against the County, its officials, officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim or actions brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this paragraph extend only to claims or actions against Contractor by County, and does not include or extend to claims or actions by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

1.14.4 Professional Liability Insurance: Professional Liability Insurance. Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Agreement, and the Contractor shall annually provide the County with proof of renewal.

1.14.5 Waiver of Subrogation Clause: The County shall not be liable to the Contractor or to any insurance company (by way of subrogation or otherwise) insuring the Contractor for any loss or damage to any person, building, structure, or tangible personal property of the other occurring as a result of activity under the Agreement, even though such loss or damage might have been occasioned by the negligence of the County, its officials, officers, agents or employees, if such loss or damage is covered by insurance benefiting the Contractor suffering such loss or damage was required to be covered by

insurance under terms of the Agreement. Contractor shall cause each insurance policy obtained by it to contain this waiver of subrogation clause.

1.15 **Documents on File:** Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the local agency and available for review.

All client files shall include:

- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a time line in which the goals are expected to be met and if they have been achieved. Plans shall include, at a minimum, the signature of the client and agency staff which may also be submitted electronically.
- Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff person's name. Notes shall be legible;
- Correspondence related to each client; and
- Verification and documentation of client's eligibility for residency, homelessness status, and income.
- Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative, or advocate are also informed.
- Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:
 - a. is approved by the County;
 - b. is explained to participants and, if necessary, to a family member, legal representative, or advocate;
 - c. provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
 - d. produces an outcome that shall be documented in the client file.

1.16 **Reporting:** The Contractor shall provide quarterly updates, in a format prescribed or approved by the County, to the County on or before the 20th of the month.

1.17 **Outcomes and Performance Goals:** Program outcomes will be monitored and tracked against the HMIS database reports. Performance goals for the Benton County Affordable Housing and Assistance funds are:

- a. to provide direct services to homeless individuals;
- b. to provide supportive services to eligible clients;
- c. to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
- d. to decrease homelessness.

1.18 **Order of Precedence:** In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal, state, and local laws, regulations, rules, and ordinances;
2. This Agreement, including all documents attached to or incorporated by reference.

- 1.19 **Participation in the Coordination Entry System:** The Contractor shall participate with Benton and Franklin Counties' Department of Human Services in the Coordinated Entry System. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B) and shall designate an individual within its organization to be part of the Benton and Franklin Counties Department of Human Services Partner Agency Committee (PAC). Contractor shall follow the Coordinated Entry System Guidelines set forth by (Exhibit C).

- This section left blank intentionally -

2. GENERAL TERMS AND CONDITIONS

2.1 Definitions: As used throughout this Agreement, the following terms shall have the meaning set forth below:

2.1.1 **“Authorized Representative”** shall mean the Director, Executive Director, and/or the designee authorized in writing to act on the Director's behalf and/or Administrator of Department of Human Services.

2.1.2 **“COMMERCE”** shall mean the Department of Commerce.

2.1.3 **“Personal Information”** shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

2.1.4 **“Contractor”** shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.

2.1.5 **“State”** shall mean the State of Washington.

2.2 **Advance Payments Prohibited:** No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by County.

2.3 **Agreement:** This Agreement, including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

2.4 **All Writings Contained Herein:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2.5 **Amendments and Modifications:** Except as provided otherwise herein, this Agreement may be amended only in writing by agreement of all parties hereto and their authorized representatives. The Contractor hereby acknowledges that this Agreement is subject to all Federal statutes, Federal regulations, RCWs, and WACs applicable to this Agreement. Any provision of the Agreement which conflicts with federal and state statutes or regulations is hereby amended to conform to the provisions of federal and state law and regulations. Such amendment of the Agreement will be effective on the effective date of the statutes or regulations necessitating it and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. The Contractor agrees to accept, and execute any and all amendments offered by the County needed to effectuate the Federal statute, Federal regulation, RCW, and/or WAC.

Any proposed change(s) in the Project must be submitted in writing to the County for approval prior to Contractor implementing any such change. Any such changes shall be considered a request to modify or amend this Agreement.

2.6 **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the “ADA” 28 CFR Part 35:** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.7 **Approval:** This Agreement shall be subject to the written approval of the County's Authorized Representative and shall not be binding until so approved. The Agreement may be altered

amended, or waived only by a written amendment executed by both parties' authorized representatives.

- 2.8 **Assignment:** The Contractor shall not assign, transfer, or sell any interest in the Property to any party without the prior written consent of the County's authorized representative(s). Should the Contractor sell or transfer the Property without being given express written consent by the County, the Contractor shall be obligated to repay funds issued under this Agreement.
- 2.9 **Attorney Fees:** Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.
- 2.10 **Audit, Monitoring, Access, and Examination:** When requested by Contractor, the County shall provide technical assistance to the Contractor, to the extent practicable, regarding compliance with the statutory use of the funds paid hereunder throughout the term of this Agreement. The County may monitor Contractor's performance hereunder and compliance with the terms of this Agreement. Monitoring may include a visit to the Property or to the Contractor organization.

The Contractor shall cooperate with the County or its agent in the evaluation of Contractor's performance under this Agreement and make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW 42.56.

The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Contractor's performance hereunder. The County shall provide reasonable notice of any county monitoring or evaluation, unless the County has reason to believe that monitoring without notice is necessary. The County shall monitor the Contractor programmatically and financially on site within the sole discretion of the County. The Contractor shall make available to the County and/or the state auditor all records, books, or pertinent information that Contractor shall have kept pertaining to this Agreement and as required by this Agreement, Federal law, and/or Washington law. Contractor shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the performance of this Agreement.

The Contractor shall respond timely and accurately to requests from the County to provide information necessary to respond to inquiries from other entities having authority to make such requests.

The Contractor agrees to notify the County in advance of any state or other formal inspections, audits, accreditation, or program reviews and provide to the County copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt.

- 2.11 **Confidentiality/Safeguard of Information:** The parties to this Agreement shall use Personal Information (demographics, personal health information, and income verification) and other information gained only for the purpose of the Agreement. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Agreement whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall

make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

The Contractor understands that as public entities, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) it submits to the County, including, but not limited to, descriptions of work, client files, billings, and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on its face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

- 2.12 **Copyright Provisions:** Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the County. The County shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the County effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register, and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the County a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the County has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the County.

The Contractor shall exert all reasonable effort to advise the County, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide the County with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The County shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

- 2.13 **Debarment Certification:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

- 2.14 **Disputes:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, 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 Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.
- 2.15 **Duplicate Payment:** The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other Grant, sub grant, or other source.
- 2.16 **Ethics/Conflicts of Interest:** In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.
- 2.17 **Governing Law and Venue:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.
- 2.18 **Headings and Captions:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.
- 2.19 **Indemnification:** 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 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 benefits 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. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 2.19 shall survive termination and expiration of this Agreement.

The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, error, or omission, or breach of any common

law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents, or subcontractors.

- 2.20 **Licensing, Accreditation and Registration:** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.
- 2.21 **Limitation of Authority:** Only the County Commissioners shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.
- 2.22 **Performance Goals:** The performance goals for the Benton County Affordable Housing and Assistance funds are:
- a. to provide direct services to homeless individuals;
 - b. to provide supportive services to eligible clients;
 - c. to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
 - d. to decrease homelessness.

2.23 **Proprietary Rights:** The County hereby retains a nonexclusive, royalty free, and irrevocable right to duplicate, use for their own purposes, disseminate, disclose, or authorize others to utilize any copyrighted or copyrightable work developed or purchased with Low-Income Housing funds.

2.24 **Recapture:** In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the County. In the alternative, the County may recapture such funds from payments due under this Agreement.

2.25 **Records Maintenance:** The Contractor shall maintain all books, records, documents, data, and other evidence relating to this Agreement and performance of the services described herein, including, but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six (6) years following the date of final payment.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

Project records shall include evidence of benefit to very low-income persons, description of the work, financial records (source and use of funds, authorization to expend funds, obligations, unobligated balance, assets, liabilities, outlays, and income), property acquisition, fair housing, equal opportunity, property disposition, etc. The public shall be granted reasonable access to all "public records" pursuant to RCW 42.56.

Contractor shall prepare a report once the agreed upon work has been completed. The report shall include a summary of the work completed and the cost associated to said work.

The Contractor shall additionally: Report to the County, within five (5) business days of request by the County, its policies and procedures for screening and admissions of qualified residents.

2.26 **Right of Inspection:** At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to unannounced site inspections by

the County as necessary to review, monitor, and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

- 2.27 **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.
- 2.28 **Survival:** The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.
- 2.29 **Suspension/Reduction of Services:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in the provision of housing to low income persons at the Property.
- 2.30 **Termination for Cause/Suspension:** In the event the County determines that the Contractor failed to comply with any term or condition of this Agreement, the County may terminate the Agreement in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, upon written notice the County may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Agreement. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Agreement upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Agreement or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Agreement is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

The County may terminate the Agreement for default without written notice and without opportunity for correction if the County reasonably believes that the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to this Agreement.

- 2.31 **Termination for Convenience:** Except as otherwise provided in this Agreement the County may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the County shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.
- 2.32 **Termination Procedures:** After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:
- Stop work under the Agreement on the date, and to the extent specified, in the notice;
 - Place no further orders or sub grants for materials, services, or facilities related to the Agreement;

- Assign all of the rights, title, and interest of the Contractor under the orders and sub grants so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub grants. Any attempt by the Contractor to settle such claims must have the prior written approval of the County's authorized representatives; and
- Preserve and transfer any materials, Agreement deliverables, and/or the County's property in the Contractor's possession as directed by the County.

Upon termination of the Agreement, the County shall pay the Contractor for any service provided by the Contractor under the Agreement prior to the date of termination. The County may withhold any amount due as County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

2.33 **WAIVERS:** No employee of the County or the Contractor has the power, right, or authority to waive any of the terms, conditions, and/or covenants of this Agreement.

The waiver of any breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the Agreement.

The failure of the County or the Contractor to enforce any of the terms or covenants of this Agreement or the failure to require performance under the Agreement shall not be construed as a waiver, nor in any way affect the validity of the Agreement or the right of the County or the Contractor to enforce each and every term of the Agreement.

**Exhibit A
Budget**

Benton Franklin Community Action Committee
Project Title: Second Chances Center

EXPENSES	
<i>Description:</i>	<i>Cost:</i>
Installation of security and alarm system (Per Interwest Communications proposal)	\$17,928.00
TOTAL	\$17,928.00



PROPOSAL

Client:	Benton Franklin CAC	Proposal Date:	February 11, 2016
Project:	CAC Second Chance Center Remodel - Bid #1	Expires:	March 27, 2016

Job Address: 720 W. Court St ; Pasco, WA

Scope of Work/Assumptions/Exclusions:

- Installation of CAT5e CMP(plenum) cables per customer drawings provided. All installed CAT5e cables are to be terminated to CAT5e modular connectivity components. All cables shall be performance tested to the current TIA specifications with a test report being delivered to the customer upon project completion.
- Installation of a CPI QuadraRack(4-post) adjustable rail server rack. Rack installation hardware is included. 4-post rack is to be bonded/grounded per NEC requirements.
- Installation of (1) 25-pair CAT3 CMP cable and (2) Category 6 CMP cables for ties to the 2nd floor MDF.
- All conduit and raceway is excluded.
- Washington State L&I Electrical Work Permit is included in this proposal.
- All work is to be performed during normal business hours -- Monday -- Friday, 7am to 5pm unless otherwise noted.
- This proposal is valid for 30 days from the date shown above. All invoices are due NET 30 days.

This proposal is being quoted per project drawings and customer specifications as follows:

Qty	Item Description
34	CAT5e Cable Install(includes termination & testing)
1	Rack Install(includes G&B)
1	25-pr & CAT6 Tie Cable Install
1	Old/derelect Telecom Cable Demo
6800	Feet- Marathon Cat5e, CMP
400	Feet- DataGain CAT6+, CMP
200	Feet- 25-Pair, CAT3 Indoor, CMP
1	CPI QuadraRack, 4-post
3	Horizontal Cable Manager
1	GigaMax CAT5e Patch Panel, 48-port
34	GigaMax CAT5e Connector
11	QuickPort 2-port Wallplate
4	eXtreme CAT6+ Connector
2	66-block w/ 89D Stand-off

\$ 8,513.66 (\$9245.84 w/ tax) Quote Valid Until: > March 27, 2016

Thank you for considering Interwest Communications for your structured cabling and technology needs. If you have any questions, please contact me at (509) 663-1900 ext. 103.

Mike Bohr

Acceptance of Proposal:

Signature Title/Date

Print Name PO Number

Interwest Communications
 229 S. Wenatchee Ave.
 Wenatchee WA 98801
 Tel: (509) 663-1900 Fax: (509) 662-2831



PROPOSAL

Client:	Benton Franklin CAC	Proposal Date:	February 11, 2016
Project:	Dayshelter IP Surveillance & Alarm System	Expires:	March 27, 2016

Job Address: 720 W. Court St; Pasco, WA

Scope of Work/Assumptions/Exclusions:

- Installation of a TruVision IP Camera System. System includes CAT5e cabling for cameras, (7) IP dome cameras, 16-channel NVR(network video recorder) with (8) on-board PoE ports & 6TB storage.
- Installation of a NetworX Intrusion system. System design will arm (2) doors per customer request. Cellular alarm dialer is included with the intrusion system.
- Washington State L&I Class "B" Electrical Work Permit is included in this proposal.
- All work is to be performed during normal business hours – Monday – Friday, 7am to 5pm unless otherwise noted.
- This proposal is valid for 30 days from the date shown above. 30% due on the execution of this agreement. All invoices are due NET 30 days.

This proposal is being quoted per project drawings and customer specifications as follows:

Qty	Item Description
7	CAT5e Cable Install
7	TruVision IP Camera Install
1	TruVision NVR Install
1	NetworX Intrusion System Install
1000	Feet- Marathon Cat5e. CMP
1	TruVision NVR10, 16-ch w/ 8 PoE ports, 6TB storage
7	TruVision Mini Dome IP Camera
7	IP Camera Install Material
1	NetworX 6-zone Intrusion System
1	NetworX Cell Module
2	DesignLine D/W Sensor, WHT
1	WA Class "B" Permit

\$ 7,993.99 (\$8581.47 w/ tax) Quote Valid Until: > March 27, 2016

Thank you for considering Interwest Communications for your structured cabling and technology needs. If you have any questions, please contact me at (509) 663-1900 ext. 103.

Mike Bohr

Acceptance of Proposal:

Signature

Title/Date

Print Name

PO Number

Interwest Communications
 229 S. Wenatchee Ave.
 Wenatchee WA 98801
 Tel: (509) 663-1900 Fax: (509) 662-2631

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

The overall goal of the coordinated entry system (CES) provided by Benton and Franklin Counties Department of Human Services (BFDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for CES to be successful and improve the experience of households in crisis seeking assistance, both CES and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a CES partner, you can expect the following service commitments from BFDHS CES:

- ❖ Households referred by your agency to CES will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- ❖ Households will be referred by CES to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- ❖ All households will be pre-qualified based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by CES. CES will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- ❖ CES will maintain a community-wide Housing Interest Pool (HIP) for households seeking housing program assistance.
- ❖ CES will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- ❖ Provide an ongoing committee forum to enable your agency to provide feedback regarding CES performance, conflicts, as well as continually shape the CES vision and scope of services provided.

As a CES partner, your agency makes the following service commitments to the CES:

- ❖ Provide CES the list of qualification criteria for each of its programs.
- ❖ Refer all households requesting homeless housing assistance to CES.
- ❖ Identify a point of contact(s) for CES to direct any referrals.
- ❖ Maintain the integrity of the Housing Interest Pool list by not admitting households directly for service, except in extenuating circumstances and in such situation, your agency agrees to contact CES by the next business day to notify them of the housing placement.
- ❖ Accept and confirm qualified referrals from CES and provide explanation for referral refusals.
- ❖ Update HMIS on a daily basis to show program availability.
- ❖ Work with BFDHS HMIS coordinator to resolve and improve data quality.
- ❖ Report on community needs, trends and resources that may impact CES.
- ❖ Attend CES housing provider/PAC meetings on a regular basis.

On behalf of Community Action Connections (CAC), JUDITH A. GIDLEY, am committed to supporting the success of CES and its mission and will be an active agency partner with Benton and Franklin Counties Department of Human Services Coordinated Entry System.

Judith A. Gidley, 6/6/16
Agency Representative and Date

[Signature]
Benton and Franklin Counties Department of
Human Services Representative

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Coordinated Entry System (CES) Guidelines

A. Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- A willingness to use front door (no side or back doors)
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What CES does:

- Assess callers for immediacy of need and place into appropriate program and or service
- Assess callers risks of homelessness
- All callers screened for diversion
- Assess for level of need
- Answers to assessment questions dictate how to proceed with screenings
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services on a first come first serve basis allows for a specific number of households to be screened daily.
- Provides additional assessment/case management based on needs with an Intake Specialist.

CES goals:

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral
- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household

- Decrease duplication of services to the same household
- Provide improved access to services

B. Prescreening: The Intake Specialist responds to the household on the phone or in person with a prescreening to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Record Ineligibles
- Provide Information

C. Assessment

Homeless: Households are considered homeless if they are unsheltered or are living in a temporary housing situation, as described below:

1. A household who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - A household with a primary nighttime residence that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
 - A household living in a temporary living arrangement, including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or government programs.
2. One or more household members who are exiting a system of care and have no available housing options after exiting:
 - Psychiatric hospital or other psychiatric facility,
 - Substance abuse treatment facility or detox center,
 - Hospital (non-psychiatric),
 - Jail, prison, or juvenile detention facility, or
 - Foster care home or foster care group home.

The definition of homelessness also includes those in a Domestic Violence Shelter, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions, or in an emergency housing situation which is from no cause of their own.

At Risk of Becoming Homeless: Households are considered at risk of homelessness if they will imminently lose their primary nighttime residence within 14 days of the date of application for assistance, including people facing eviction for non-payment of rent. Rent assistance to prevent homelessness must be targeted to those households at highest risk of becoming homeless.

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment. The assessment incorporates the HMIS Universal Data Elements

Step One:

The assessment determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status

If household is in need of emergency shelter only, the Intake Case Manager will move on to complete the shelter assistance eligibility worksheet.

- Determine if household qualifies for emergency motel voucher
- Process motel voucher
- Enter information into HMIS

Step Two:

Will determine one of the following:

1. If Household is at risk:
 - Prevention Eligibility Determination Worksheet
 - Obtain additional paperwork
 - Process rental assistance voucher
 - Enter information into HMIS

2. If Household is homeless:
 - Determine barriers
 - Determine what level of engagement is necessary
 - Process rental assistance voucher
 - Collect addition paperwork necessary to make a housing program referral
 - Enter household into Housing Interest Pool (HIP)
 - Upload information into HMIS
 - Make housing program referral

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) unsheltered literally homeless and then (2) sheltered literally homeless.

D. Direct Services Provided within CES

Emergency Motel/Shelter Vouchers: Motel/Shelter vouchers will be issue only as a “last resort” for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them.

- Household will be determined eligible after the Shelter Assistance Eligibility Worksheet is completed by the Intake Case Manager
- Households refused admission to UGM for the following reasons will not be considered eligible:
 - Negative behavior or not adhering to rules while at the UGM
 - Leaving the UGM voluntarily

- Having a pet which is not considered **medically** necessary. Households with pets must have a document signed by a recognized medical professional (i.e.: doctor or psychiatrist)
- Adult only households will be issued shelter/motel vouchers only during inclement/adverse weather conditions (below 40 degrees/over 95 degrees) except when a health condition prevents them from staying at the UGM which must be documented by a doctor or psychiatrist (i.e. wheel chair, oxygen equipment, mental illness)
- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels selected by CES staff

Homeless Prevention: Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Households at or below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Only households whom have proof of a crisis which caused the eviction
- Only households whom do not have any other resources to resolve the crisis
- Only households who have a reasonable sustainable resolution and can show proof of such
- Households must score at least 20 points on the rating tool to receive assistance (or override authorization)
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the appropriate unit size
- Households not eligible for homeless prevention services through CES will be assessed for other housing programs

Rapid Re-Housing: Rapid re-housing assistance applies to households that are currently homeless, or living in a shelter or motel and in need of first month rent and/or deposit.

- Households at or below 30% AMI
- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization) or other means determined by CES staff
- Households living with family or friends may be eligible for assistance if their stay is jeopardizing the host family's housing (i.e. host family has received an eviction notice due to overcrowding, the host family is on Section 8 housing)
- Households will complete a full intake assessment to determine barriers and service need
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible. If no program availability, households will be entered into the HIP
- Direct service provided by CES will consist of no more than 30 days of FMR

- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget
- Households receiving assistance by CES must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties:

Household Size*	Unit Size Allowable
1 -2 persons	Studio
1-4 persons	One bedroom
5- 6 persons	Two bedroom
7-8 persons	Three bedroom
9 persons or more	Four bedroom/Plus

*Override with Administrator approval ONLY

Community Resources: CES will provide community resources and referrals including the “Red Book” which is a comprehensive guide to services in Benton and Franklin Counties.

E. Referral Process: Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. Partner agencies routinely notify CES staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has current opening
 - Contact the agency to schedule an appointment for the referred household
 - Within seven (7) business days after the scheduled appointment, the agency will notify CES whether the client was accepted into the program or why the household was turned away
 - Client data and HMIS number will be shared with the referral agency
- If an agency sends a client to CES for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, CES will make every effort to honor the request.

F. Partner Participation Agreement: Agency partner agreements will be required for all agencies receiving funds through Benton and Franklin Counties Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by CES
- Partnership agencies will notify CES within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in PAC (Partner Agency Committee)
- Partnership agencies will send walk-in or phone inquiries to CES for a prescreening
- Partnership agencies will update HMIS within 72 hours of entry and exit of program participants so that “real time” data and bed count availability is accurate.

G. HMIS data collection and entry: Accurate and timely HMIS data is essential to the success of the CES. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by CES. If a household is already part of the HMIS then their information will be updated by CES.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

H. Housing Interest Pool (HIP): If the referred program(s) is full, all households whom receive a full assessment and determined eligible for assistance will be entered into the HIP.

I. System Evaluation: System evaluations will be performed annually and the methods will include HMIS data, Department of Commerce Dashboard reports, and PAC feedback. The following are areas which CES will evaluate:

- Are more people being prevented or diverted from entering homelessness?
- Are people moving through the homeless assistance more quickly?
- Are more people exiting the system for permanent housing?
- Are lengths of stay in homelessness decreasing?
- Are there fewer repeat entries into homelessness?
- What is the percent of successful referrals to partner agencies?
- What is the percent of household who complete an assessment within 72 hours of first contact with CES?

J. Partner Agency Committee (PAC): Benton and Franklin Department of Human Services will hold PAC quarterly to discuss and evaluate CES. This gives an opportunity to provide feedback, resolve issues and conflicts and suggest improvement for the program. Each partner agency will be represented as part of the committee. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

K. Changes to Guidelines: Benton and Franklin Counties Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

L. Contact Information:

Tammie Smith
Housing Program Specialist
Email: tammie.smith@co.benton.wa.us
Phone: (509) 783-5284

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date:</p> <p>Subject: <u>Third Amendment to DSHS Agreement</u> <u>Number: 1563-42594 with Department of</u> <u>Social and Health Services, Division of</u> <u>Behavioral Health and Recovery</u></p> <p>Prepared by: Shela Berry Admin Assistant-DHS</p> <p>Reviewed by: Kyle Sullivan, Administrator-DHS</p>	<p>Execute Amendment <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance <u> </u></p> <p>Pass Motion <u> </u></p> <p>Other <u> </u></p>	<p>Consent Agenda <u> X </u></p> <p>Public Hearing <u> </u></p> <p>1st Discussion <u> </u></p> <p>2nd Discussion <u> </u></p> <p>Other <u> </u></p>

BACKGROUND INFORMATION

Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery currently contracts with Benton and Franklin Counties Department of Human Services to provide Prevention Services.

The purpose of this Third Amendment is to amend the Agreement by increasing the total by \$88,203.00, therefore increasing the maximum consideration from \$148,705.00 to \$236,908.00.

This Third Amendment also serves to extend the Agreement end date to June 30, 2017.

All other terms and conditions of this Program Agreement remain in full force and effect.

COORDINATION

Michaela Murdock—BCPA
 Kyle Sullivan—DHS
 Mari Clark—DHS

SUMMARY

Award: \$236,908.00
Period: July 1, 2016 through June 30, 2017
Funding Source: Division of Behavioral Health and Recovery

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Department of Social and Health Services, Division of Behavioral Health and Recovery. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a maximum program agreement amount of \$236,908.00.

MOTION

To approve signing a Third Amendment to DSHS Agreement Number: 1563-42594 with Department of Social and Health Services, Division of Behavioral Health and Recovery, and to authorize the Chair to sign of behalf of the Board.



 Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
2016 234
FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER EXECUTING A THIRD AMENDMENT TO DSHS AGREEMENT NUMBER: 1563-42594 BETWEEN DEPARTMENT OF SOCIAL AND HEALTH SERVICES, DIVISION OF BEHAVIORAL HEALTH AND RECOVERY AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES.

WHEREAS, Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery currently contracts with Benton and Franklin Counties Department of Human Services approved by Benton County Resolution No. 2015-666 and Franklin County Resolution No. 2015-337, to provide Prevention Services; and

WHEREAS, the purpose of this Third Amendment is to amend the Agreement by increasing the total by \$88,203.00, therefore increasing the maximum consideration from \$148,705.00 to \$236,908.00. This Third Amendment also serves to extend the end date of the Agreement to June 30, 2017. All other terms and conditions of this Program Agreement remain in full force and effect; NOW, THEREFORE

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Third Amendment; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, a Third Amendment to DSHS Agreement Number: 1563-42594 between Department of Social and Health Services, Division of Behavioral Health and Recovery and Benton and Franklin Counties Department of Human Services; for a new total maximum Program Agreement amount of \$236,908.00 and extend the Agreement end date to June 30, 2017; and

BE IT FURTHER RESOLVED, the term of the attached Third Amendment commences on July 1, 2016 and expires on June 30, 2017.

Dated this.....day of, 2016

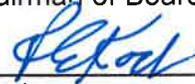
Dated this **8th** day of **JUNE**, 2016

Chairman of Board



Chairman of Board

Member



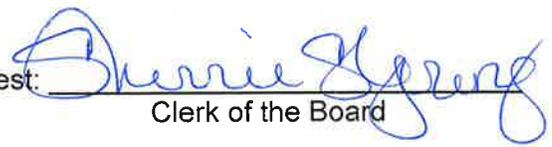
Member

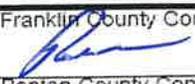
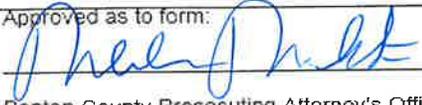
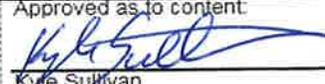
Member
Constituting the Board of County
Commissioners of Benton County, Washington



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

Attest: _____
Clerk of the Board

Attest: 
Clerk of the Board

 <p>Washington State Department of Social & Health Services <i>Transforming lives</i></p>		COUNTY PROGRAM AGREEMENT AMENDMENT Prevention Services		DSHS Agreement Number 1563-42594 Amendment No. 03
This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.				Administration or Division Agreement Number TI010056 / SP020155 County Agreement Number
DSHS ADMINISTRATION Behavioral Health Administration		DSHS DIVISION Division of Behavioral Health and Recovery	DSHS INDEX NUMBER 1122	CCS CONTRACT CODE 1122
DSHS CONTACT NAME AND TITLE Julia Havens		DSHS CONTACT ADDRESS 4500 10th Avenue SE Lacey, WA 98503		
DSHS CONTACT TELEPHONE (509)220-4752		DSHS CONTACT FAX	DSHS CONTACT E-MAIL greesjr@dshs.wa.gov	
COUNTY NAME Benton and Franklin Counties		COUNTY ADDRESS Department of Human Services 7102 West Okanogan Place Suite 201 Kennewick, WA 99336-		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER		COUNTY CONTACT NAME Mari Clark		
COUNTY CONTACT TELEPHONE (509) 737-3902		COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL mari.clark@co.benton.wa.us	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? Yes			CFDA NUMBERS 93.959	
AMENDMENT START DATE 07/01/2016		PROGRAM AGREEMENT END DATE 06/30/2017		
PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT \$148,705.00	AMOUNT OF INCREASE OR DECREASE \$88,203.00		TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT \$236,908.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT PERIOD OF PERFORMANCE AND MAX CONTRACT AMOUNT				
EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference: <input type="checkbox"/> Exhibits (specify):				
This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.				
Franklin County Commissioner Chair 		Printed Name and Title RIK MILLER , Chair Franklin County Commissioners		Date Signed 6-8-2016
Benton County Commissioner Chair		Printed Name and Title _____, Chair Benton County Commissioners		Date Signed
DSHS Signature		Printed Name and Title		Date Signed
Approved as to form: 		Approved as to form: _____ Franklin County Prosecuting Attorney's Office		Approved as to content:  Kyle Sullivan Administrator, Human Services

This Program Agreement between the County and the State of Washington Department of Social and Health Services (DSHS) is hereby amended as follows:

1. Amend the maximum contract consideration to add \$88,203, therefore increasing the maximum consideration from \$148,705 to \$236,908. The Awards and Revenues (A&R) is attached as Exhibit B.
2. Amend the end date of the contract from June 30, 2016 to June 30, 2017.

All other terms and conditions of this Program Agreement remain in full force and effect.

**AWARD AND REVENUES
2015-2017 Biennium**

**CONTRACTOR NAME Benton County
CONTRACT NUMBER 1563-42594
COUNTY Benton/Franklin**

The above named Contractor is hereby awarded the following amounts for the purposes listed.

<u>REVENUE</u>		<u>AWARD AMOUNTS</u>			
<u>SOURCE</u>	<u>TYPE OF SERVICE</u>	<u>SFY 16</u>	<u>SFY 17</u>	<u>Biennial</u>	<u>Total 15-17</u>
<u>CODE:</u>				<u>Funds</u>	<u>Biennium</u>
333.99.59	SABG Prevention	\$75,867	\$54,152		\$130,019
334.04.6X	GF-State- Admin (for SABG Prevention)	\$6,671	\$4,709		\$11,380
334.04.6X	Dedicated Marijuana Account-Fund 315-State	\$22,072	\$22,072		\$44,144
333.92.43	PFS-Total	\$44,095	\$7,270	\$0	\$51,365
	Year 2 FFY14 (7.1.15-9.29.15)	\$14,541			\$14,541
	Year 3 FFY15 (9.30.15-9.29.16)	\$29,554	\$7,270		\$36,824
	Year 4 FFY16 (9.30.16-6.30.17)				
Total Federal Funds		\$119,962	\$61,422	\$0	\$181,384
Total State Funds		\$28,743	\$26,781	\$0	\$55,524
TOTAL ALL AWARDS		\$148,705	\$88,203	\$0	\$236,908

Federal CFDA:

SABG-Substance Abuse Block Grant -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)
PFS-Partnership for Success-CFDA 93.243 Substance Abuse and Mental Health Services Administration (SAMHSA)

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Next Available	Execute Agreement <u> X </u>	Consent Agenda <u> X </u>
Subject:	Pass Resolution <u> X </u>	Public Hearing <u> </u>
<u>First Amendment to Personal Services</u>	Pass Ordinance <u> </u>	1st Discussion <u> </u>
<u>Contract with Inter-City Legal Processing</u>	Pass Motion <u> </u>	2nd Discussion <u> </u>
<u>& Messenger Services, LLC</u>	Other <u> </u>	Other <u> </u>
Prepared by:		
Shela Berry Admin Assistant-DHS		
Reviewed by:		
Kyle Sullivan, Administrator-DHS		

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services currently contracts with Inter-City Legal Processing & Messenger Services, LLC for process service and delivery of documents.

The purpose of this First Amendment is to extend the Contract End Date to December 30, 2016.

All other provisions set out in the underlying Contract remain in full force and effect.

COORDINATION

Michael Murdock, BCPA
Kyle Sullivan, DHS

SUMMARY

Award: Remains unchanged
Period: January 1, 2016 through December 30, 2016
Funding Source: Fund 0108-101 Human Services Budget

RECOMMENDATION

- Sign the Resolution to accept the proposed Personal Services Contract
- Approve the proposed Personal Services Contract 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 Personal Services Contract with Inter-City Legal Processing & Messenger Service, LLC, and to authorize the Chair to sign on behalf of the Board.



Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. 2016 230

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

RE: IN THE MATTER OF EXECUTING A FIRST AMENDMENT TO PERSONAL
SERVICES CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES AND INTER-CITY LEGAL
PROCESSING & MESSENGER SERVICE, LLC

WHEREAS, Benton and Franklin Counties Department of Human Services currently contracts with Inter-City Legal Processing & Messenger Service, LLC for process service and delivery of documents; and

WHEREAS, the purpose of this First Amendment is to extend the Contract End Date to December 30, 2016; and

WHEREAS, all other provisions set out in the underlying Agreement remain in full force and effect; NOW THEREFORE,

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Frist Amendment; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, a First Amendment to Personal Service Contract with Inter-City Legal Processing & Messenger Services, LLC; and

BE IT FURTHER RESOLVED, the term of the attached First Amendment Commences on July 1, 2016 and shall expire on December 30, 2016.

Dated thisday of, 2016

Dated this 8th day of JUNE . . . , 2016

Chair

[Signature]

Chair

Member

[Signature]

Member

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

[Signature]

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

Attest: _____
Clerk of the Board

Attest: [Signature]
Clerk of the Board

**BENTON and FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
FIRST AMENDMENT
TERMS AND CONDITIONS**

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") 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 with its principal offices at 1016 N. 4th Avenue, Pasco, WA 99301, by and for the Benton and Franklin Counties' Department of Human Services, a bi-county department, with its principal offices at 7102 W. Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE, LLC**, with its principal offices at 518 W. Shoshone, Pasco, WA 99336 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2016-009 and Franklin County Resolution 2015-458, the parties entered into a personal services contract (hereinafter the "Contract") on January 5, 2016, whereby CONTRACTOR agreed to provide personal and non-personal service of process, delivery of documents, and other messenger delivery services to attorneys, businesses, and individuals for the Benton and Franklin Counties' Department of Human Services; and

WHEREAS, the Contract expires on June 30, 2016, the parties have mutually agreed to extend the termination date of the Contract, and this First Amendment is necessary to extend the duration of the Contract through December 31, 2016.

The parties agree that all provisions of the Contract remain in effect except for the following amendment:

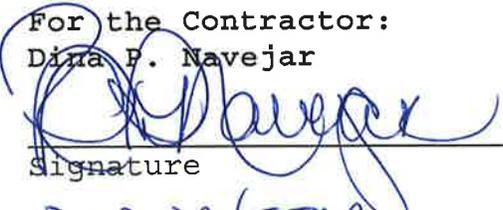
2. **DURATION OF CONTRACT**. Section 2 of the Contract shall be amended and replaced in its entirety with the following:

The term of this Contract shall begin January 1, 2016 and shall expire on December 31, 2016, unless terminated sooner. 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.

IN WITNESS WHEREOF, the parties to this Contract have executed this First Amendment to take effect upon execution by both parties.

For the Contractor:

Dina P. Navejar


Signature

D P NAVEJAR
Name

OWNER
Title

For Benton County:

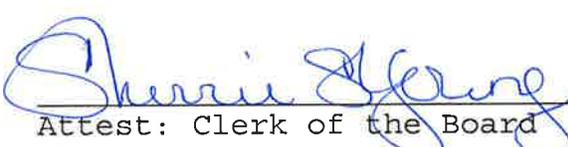
Chairman, Date

For Franklin County:


Chairman, Date

6-8-16

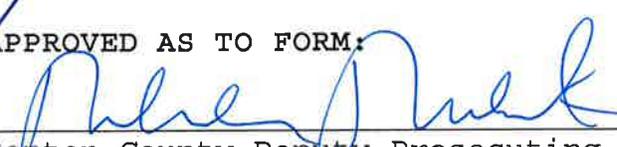
Attest: Clerk of the Board


Attest: Clerk of the Board

APPROVED AS TO CONTENT:


Department of Human Services

APPROVED AS TO FORM:


Benton County Deputy Prosecuting Attorney

Franklin County Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	Execute Agreement	<u> X </u>	Consent Agenda <u> X </u>
Subject:	Pass Resolution	<u> X </u>	Public Hearing _____
Professional Services Agreement #PSA-	Pass Ordinance	_____	1st Discussion _____
2016/17-Crow-00 between Benton and	Pass Motion	_____	2nd Discussion _____
Franklin Counties Department of Human	Other	_____	Other _____
Services and Julissa Crow			
Prepared by:			
Shela Berry, Admin Assistant-DHS			
Reviewed by:			
Kyle Sullivan, Administrator-DHS			

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into a Professional Services Agreement with Julissa Crow for the purpose of becoming the Community Prevention Coordinator for the Pasco substance abuse prevention coalition, whose goals will be to implement prevention programs and activities designed to prevent or delay the misuse and abuse of alcohol, tobacco, and other drugs.

The purpose of the agreement is to coordinate and implement prevention programs designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, and other drugs among youth up to the age 18 and young adults ages 19-25.

The delay in execution is a result of the legal review and signature process.

SUMMARY

Award: Consideration \$81,146.64
Period: July 1, 2016 through June 30, 2017
Funding Source: Division of Behavioral Health and Recovery

COORDINATION

Michaela Murdock, BCPA
 Kyle Sullivan, BFDHS
 Mari Clark, BFDHS

RECOMMENDATION

- Sign the Resolution to accept the proposed Professional Services Agreement
- Approve the proposed Professional Services Agreement by signing all the copies where indicated

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Behavioral Health and Recovery. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a consideration amount of \$81,146.64.

MOTION

To approve signing Professional Services Agreement #PSA-2016/17-Crow-00 with Julissa Crow, and to authorize the Chair to sign of behalf of the Board.



 Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2016 295

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

**RE: IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES
AGREEMENT #PSA-2016/17-Crow-00 BETWEEN BENTON AND
FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND
JULISSA CROW**

WHEREAS, Benton and Franklin Counties Department of Human Services would like to enter into a Professional Services Agreement with Julissa Crow for the purpose of becoming the Community Prevention Coordinator for the Pasco substance abuse prevention coalition, whose goals will be to implement prevention programs and activities designed to prevent or delay the misuse and abuse of alcohol, tobacco, and other drugs; and

WHEREAS, the purpose of the agreement is to coordinate and implement prevention programs designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, and other drugs among youth up to the age 18 and young adults ages 19-25; NOW, THEREFORE

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Professional Services Agreement; and

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Professional Services Agreement #PSA-2015/16-Crow-00 between Benton and Franklin Counties Department of Human Services and Julissa Crow, for a consideration amount of \$81,146.64; and

BE IT FURTHER RESOLVED, the term of the attached Professional Services Agreement commences on July 1, 2016 and shall expire on June 30, 2017.

Dated this.....day of, 2016

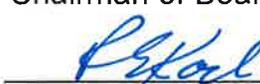
Dated this, ^{8th}.....day of ...JUNE....., 2016

Chairman of Board



Chairman of Board

Member



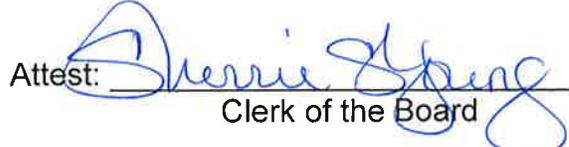
Member

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

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Professional Services Agreement #PSA-2016/17-Crow-00**

This Professional Services Agreement, #PSA-2016/17-Crow-00, 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, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and **Julissa Crow**, an individual, residing at 4718 Kalahari Drive, Pasco, WA 99301 (hereinafter "Contractor").

Counties Contact Information:
Kyle Sullivan, Administrator
Department of Human Services
7102 W. Okanogan Pl., Suite 201
Kennewick, WA 99336
Phone: 509.783.5284
Fax: 509.783.5981
E-Mail: Kyle.Sullivan@co.benton.wa.us

Contractor Contact Information:
Julissa Crow, CPWI Coordinator
Pasco Discovery Coalition
4718 Kalahari Drive, Pasco, WA 99301
Pasco, WA 99301
Phone: 509.851.7140
E-Mail: jcrowaranda@gmail.com

Agreement Start Date July 1, 2016
Agreement End Date June 30, 2017

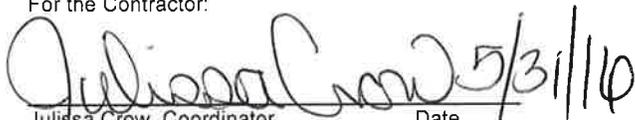
Consideration \$81,146.64

Exhibits incorporated into this Agreement

Travel Policy Exhibit A

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

For the Contractor:


Julissa Crow, Coordinator Date 5/31/16

For Benton County:

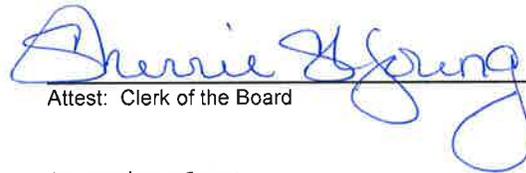
Benton County Commissioners Date

Attest: Clerk of the Board

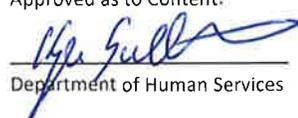
For Franklin County:



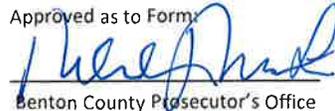
Franklin County Commissioners Date 6-8-16



Attest: Clerk of the Board

Approved as to Content:


Department of Human Services

Approved as to Form:


Benton County Prosecutor's Office

Approved as to Form:

Franklin County Prosecutor's Office

1. **Agreement Documents:** This Agreement consists of the terms and conditions described herein including any exhibits attached hereto.
2. **Duration of Agreement:** The term of this Agreement shall commence on July 1, 2016 and shall expire on June 30, 2017, unless terminated sooner as set forth herein. 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. **Special Terms and Conditions.**

Definitions specific to special terms. The words and phrases listed below, as used in this agreement, shall each have the following definitions:

- a. "BARS" means – "Fiscal/Program Requirements", see below, which replaces BARS document.
- b. "BHSIA" means Behavioral Health and Service Integration Administration.
- c. "Calibration Scoring" means scoring between Observer 3, Observer 2, and Observer 1 to prevent scorer drift from the standards and methods established in the Washington Codebook. Calibration Scoring happens on a frequency of approximately ten percent (10%) of entries in the CCB or semiannually to ensure reliability.
- d. "CCB" means the Community Check Box, an on-line documentation support system.
- e. "Certified Prevention Professional" or "CPP" means the Prevention Specialist certification recognized by the International Credentialing and Reciprocity Consortium (IC&RC) and supported by the Prevention Specialist Certification Board of Washington, www.pscbw.com.
- f. "Community Prevention and Wellness Initiative" or "CPWI" means the Pasco Discovery Coalition, a DSHS substance abuse prevention delivery system that focuses prevention services in high-need communities in Washington State as selected by the Counties and approved by DSHS.
- g. "Contract Manager" means the person designated to carry out administrative and oversight responsibilities of the prevention programs.
- h. "Data" means information that is disclosed or exchanged as described by this Agreement.
- i. "Dedicated Marijuana Account" or "DMA" means revenue generated by the taxation of retail marijuana as a result of the implementation of Initiative 502 (I-502) as authorized by the Washington State Legislature in 2E2SHB 2136.
- j. "DBHR" means the Division of Behavioral Health and Recovery or its successor.
- k. "DUNS" or "Data Universal Numbering System" means a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun and Bradstreet (D&B) and are used for a variety of purposes, including applying for government contracting opportunities.
- l. "Ensure" as to this Agreement means to make sure that something will happen or will be available within the resources identified in the Consideration.

"Fiscal/Program Requirements" means the new title of the updated version of the formerly titled BARS manual including the DSHS BHSIA/DIVISION OF BEHAVIORAL HEALTH AND RECOVERY/CHEMICAL DEPENDENCY Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DSHS, located at: <https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Substance%20Use/FY14%20Fiscal%20Program%20Requirements%20for%20SUD.pdf>.

- m. "Media materials and publications" means:
- (1) News Release: A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news.
 - (2) Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV, and radio).
 - (3) Earned Media: Published news stories (print, broadcast, or online) resulting from the Counties' contacts with reporters.
 - (4) Donated Media, including public service announcements: Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors.
 - (5) Social Media: Also referred to as new media: messages posted online on Facebook, Twitter, YouTube, Instagram, Snapchat, and similar sites.
- n. "Monitoring and Participatory Evaluation" or "M&E" means data collection and evaluation process for coalitions to measure community impact of coalition activity.
- o. "Observer 1" means the Primary Scorer(s), the Coalition Coordinator(s) and Coalition Member(s).
- p. "Observer 2" means the Reliability scorer at DSHS.
- q. "Observer 3" means the Calibration scorer at Work Group for Community Health and Development at the University of Kansas (KU Work Group).
- r. "Partnerships for Success" also known as Partnerships for Success 2013 or PFS means the Federal grant funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA # 93.243.
- t. "Performance-based Prevention System" or "PBPS" means the management information system maintained by DSHS that collects planning, demographic, and prevention service data.
- u. "Prevention Activity Data" means information input to PBPS to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into PBPS by the close of business of the fifteenth (15th) of each month for prevention activities provided during the previous month.
- v. "Prevention System Manager" (PSM) means the designee assigned to manage day to day responsibilities associated with this Agreement.
- w. "Reliability Scoring" means scoring between Observer 2 and Observer 1 to ensure the standardizing of methods, times, and other aspects of the observation to be accurate and consistent, and therefore more useful to an overall evaluation. Reliability scoring happens on a monthly frequency with DSHS to ensure reliability and consistency of entries with the Washington Codebook.
- x. "Substance Abuse Block Grant" or "SABG" means Federal Substance Abuse Block Grant funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.959.

4. Performance Statement of Work.

The Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below.

a. The Contractor shall:

- (1) Ensure provision of CPWI services in accordance with the CPWI Community Coalition Guide located on the Athena Forum website (http://www.theathenaforum.org/cpwi_community_coalition_guide_updated_august_2015), which outlines the minimal standards to participate in the CPWI. The Counties shall plan to reach the ideal benchmarks related to the community coalition's efforts and staffing with the Dedicated Marijuana Account.
- (2) Ensure that direct recurring service programs are implemented on an ongoing schedule throughout the entire year.
 - (a) Direct recurring service programs in the approved Strategic Plan shall be implemented with no more than a four (4) week break in service between completion of one group and initiation of another group.
 - i. At a minimum, direct recurring service programs must begin by October 1, 2016.
 - ii. Concurrent groups within the CPWI community are encouraged and permitted.
 - iii. This requirement may be fulfilled by providing services in various locations within the CPWI community.
 - iv. Exceptions may be granted by the Contract Manager or designee for programs that are determined to be specifically summer-only programs.
- (3) Submit a budget with projected expenditures, including salary and benefits for DSHS-funded prevention staff, program costs, training, and travel, to the Contract Manager or designee for each fiscal year.

For any budget adjustments to the approved CPWI budget totaling ten percent (10%) or more, the Contractor shall submit a budget revision for approval to the Contract Manager or designee at least fifteen (15) days prior to expending adjusted budget items.

The Contractor's expenditures shall be in accordance with the CPWI Budget. The Counties shall not make any payments in advance or in anticipation of the delivery of services to be provided pursuant to this Agreement..

- (4) Ensure Community Coalition Coordinators are Certified Prevention Professionals (CPP).
 - (a) Ensure that current, non-certified Community Coalition Coordinator(s) obtains a CPP credential within twelve (12) months of the effective date of this Agreement;
 - (b) Ensure currently certified Community Coalition Coordinator(s) maintains CPP credential status; and
 - (c) Ensure Certified Prevention Professional (CPP) certification within twelve (12) months of new Community Coalition Coordinator start date.
- (5) Enter approved programs, based on the priorities, goals, and objectives described in the approved Strategic Plan, into the DSHS Performance Based Prevention System (PBPS) within

thirty (30) days of Strategic Action Plan approval.

- (6) Ensure that sixty percent (60%) of programs supported by DSHS funds will be replications or adaptations of "Evidence-based Practice" substance abuse prevention programs, as identified in the *Excellence In Prevention Strategies List* webpage on the Athena Forum website: http://www.theathenaforum.org/learning_library/ebp.
- (7) Ensure that all of the programs supported by DSHS meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum website: http://theathenaforum.org/sites/default/files/CSAP_Principles_of_SA_Prevention.pdf.
- (8) Ensure that the Dedicated Marijuana Account (DMA) is used for program and strategy training and implementation.
 - (a) All programs planned and implemented with DMA shall be programs selected from the youth marijuana use prevention and reduction program list provided by DBHR.
 - i. No less than eighty-five percent (85%) of DMA funds shall be expended on evidence-based or research-based programs on the identified program list.
 - ii. Up to fifteen percent (15%) of DMA funds may be expended on Promising programs on the identified program list.
 - (b) The Counties shall submit a DMA Program Enhancement Packet to DBHR within thirty (30) days of this Agreement.
 - (c) Required DMA Packet information includes updated Action Plan, Logic Model, and Budget Template that denotes additional program(s) planned or plans for additional program(s) services of the programs on the list provided.
 - (d) The Counties are encouraged to collaborate and partner with community-based organizations (CBOs) that operate within or serve the CPWI community.
 - (e) Meals may be provided for participants using DMA funds only if:
 - i. The training is four (4) hours or more in duration; or
 - ii. The program is a recurring, direct service family domain program, and is approved in the strategic plan.
- (9) Food costs are generally unallowable during program implementation except within the following parameters:
 - (a) Light refreshment costs for training events and meetings lasting longer than two (2) hours in duration are allowable.
 - (b) Light refreshment costs may not exceed two dollars and fifty cents (\$2.50) per person
 - (c) Meals may be provided for training participants using SABG funds only if the training is four (4) hours or more in duration. (Meals are not allowable costs with Partnerships for Success (PFS) funds.)
 - (d) Contractor shall adhere to current state per-diem rates for meals found online at <http://www.ofm.wa.gov/policy/10.90.htm>.

(e) No more than a total of one thousand dollars (\$1,000.00) may be spent on food or light refreshments per CPWI Coalition per year.

b. Prevention Training.

(1) The Contractor shall participate in all required training events identified by DSHS and listed in the CPWI Community Coalition Guide.

(2) Non-Required Training in CPWI.

(a) In the absence of trainings identified in the approved strategic plan, all additional (non-required) training paid for by DSHS shall be approved by the Contract Manager or designee prior to training and meet the approved goals and objectives in PBPS.

(b) The Contractor shall ensure that any requests for training are requested in writing and sent directly to the Contract Manager or designee, a minimum of ten working days before the date of the proposed training. Trainings shall relate to one of the following four (4) categories.

(i) Coalition building and community organization.

(ii) Capacity building regarding prevention theory and practice.

(iii) Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the coalition's approved strategic plan.

(iv) Capacity building in non-CPWI communities to expand CPWI efforts and meet overall goals and objectives of CPWI may be approved by the Contract Manager or designee upon request.

(3) The Contractor shall ensure training paid for by DSHS that requires travel follows the Counties Travel Policy requirements (attached hereto as Exhibit A), as well as refer to <http://www.ofm.wa.gov/policy/10.90.htm>.

(4) The Contractor shall bill for training events and record training events in PBPS in accordance with the monthly reporting requirements described below in section 4.d.2.f., Prevention Report, Schedule/Due Dates.

c. Media Materials.

Media materials and publications developed with DSHS funds shall be submitted to the Contract Manager or designee for approval prior to publication. DSHS must be cited as the funding source in news releases, publications, and advertising messages created with or about DSHS funding. The funding source shall be cited as: Washington State Department of Social and Health Services. The DSHS logo may also be used in place of the above citation.

Exceptions: The Contractor does not need to submit the following items to the Contract Manager or designee:

(1) Newsletters and fact sheets.

(2) News coverage resulting from interviews with reporters. This includes online news coverage.

(3) Newspaper editorials or letters to the editor.

- (4) Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat, and other social media sites.
- (5) When a statewide media message developed by DSHS is localized.
- (6) When the current SAMHSA-sponsored media campaign is localized. (As of October 2014, this is the "Talk. They Hear You." campaign. [http://beta.samhsa.gov/underage-drinking.](http://beta.samhsa.gov/underage-drinking))

d. Reporting Requirements.

(1) Prevention Reporting Requirements.

The Contractor shall report on all requirements as identified in the PBPS. DSHS reserves the right to add reporting requirements based on requirements of grants.

(2) Prevention Activity Data Reports.

The Contractor shall:

- (a) Ensure that monthly prevention activities are reported in the DSHS PBPS in accordance with the requirements and timelines set forth below.
- (b) Ensure accurate and unduplicated reporting.
- (c) Ensure proper training of staff and designated staff for back-up PBPS data entry to meet report due dates.
- (d) Ensure demographic information is provided for single, mentoring, environmental, and recurring services.
- (e) Provide Community Coalition Coordination Reports on its efforts in the PBPS for each month of the calendar year.
- (f) Complete Prevention Reports according to the Schedule / Due Dates, below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Annually	Enter programs listed on approved Strategic Action Plan by DSHS into the PBPS.	Within 30 days of Strategic Action Plan approval.	PBPS
As requested	GPRA Measures.	As requested.	PBPS
Monthly	Prevention activity data input for all active services including community coalition coordination efforts, services, participant information, training, pre-tests, post-tests, and assessments.	15 th of each month for activities from the previous month.	PBPS
Bi-annually (for	Community Level Instrument	As required by SAMHSA.	Pep-C MRT

PFS funded Contractor only).	- Revised (CLI-R).		
Monthly	Community Based Coordination Report, if indicated.	15 th of each month for activities from the previous month.	PBPS

e. Outcome Measures.

- (1) The Contractor shall report on all required pre/post-tests in PBPS Program Selection Instruments identified in the PBPS.

Special situations and exceptions regarding pre/post tests and Program Selection Instruments identified in the PBPS include, but are not limited to, the following:

- (a) The Contractor may negotiate with the Contract Manager or designee to reduce multiple administrations of surveys to individual participants.
- (b) Participants in recurring program groups in which the majority of participants are younger than 10 years old on the date of that group's first service.
- (c) Programs that only provide single service events.
- (d) Environmental and media services.

f. **Performance Work Statement / Evaluation:**

- (1) The Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group.

- (a) "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program objective between pre and post-tests.
- (b) Positive outcomes will be determined using the pre-test and post-test data reported in the PBPS.
- (c) Evaluation of PBPS data will occur on the fifteenth (15th) of the month following the final date of service for each group.

- (2) DSHS shall use the following protocol for evaluation:

- (a) Matched pre-test and post-test pairs will be used in the analysis.
- (b) To allow for normal attendance drop-off, a twenty percent (20%) leeway will be given for missing post-tests.
- (c) If there are missing post-tests for entered pre-tests in excess of twenty percent (20%) of pre-tests, missing post-test will be counted as a negative outcome.

Example: there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).

- (3) Different groups receiving the same program will be clustered by school district.

- (a) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
- (b) The results of one provider in a given school district will not impact another provider in the same district.
- (c) In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the outcome linked to the program in PBPS will be used.
- (d) Results for groups with services that span two contracting periods will be analyzed in the contracting period that the post-test was administered.
- (e) If fewer than half of the participants in a group, within a given school district, report positive change in the intended outcome:
 - (i) The Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Contract Manager or designee within forty-five (45) days of notice by DSHS.
 - (ii) Reimbursement for the CSAP Category row on the A19 for that program will be held until the PIP is approved by the Contract Manager or their designee.
 - (iii) If a second group within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:
 - (A) In cases where there is no active non-compliant program, the Contractor shall discontinue implementation of that program within the specified geography.
 - (B) In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups will be allowed to complete the expected number of sessions. No new groups will be started.
 - (C) Following the conclusion of all groups completing the program, results will be reviewed for those groups.
 - (D) If the results do not show positive change for each group, the Contractor shall take the following action:
 - 1. In cases where the program is being delivered by a single provider in the specified geography, the Contractor shall discontinue implementation of that program in the specified geography.
 - 2. In cases where the program is being delivered by multiple providers in the specified geography, the Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.

5. Incentives for Performance.

- a. The CPWI community will receive a five hundred dollar (\$500.00) incentive for each performance item in this section that is achieved, up to a maximum of two thousand dollars (\$2,000.00) per biennium. The incentive funds may be used for activities and training needs identified in the CPWI community's strategic plan.

The CPWI community is eligible for incentives based on the following criteria:

(1) **Retention.**

- (a) When participants within a group attend at least eighty percent (80%) of the group sessions for evidence-based direct recurring service programs;
- (b) Program groups are designed to administer at least five (5) sessions;
- (c) Group must consist of at least fifteen (15) participants; and
- (d) Group must retain a minimum of eighty percent (80%) of program group participants.

(2) **Exceptional Outcomes.**

- (a) When the CPWI has positive outcomes for all targeted objective(s) for all recurring direct service programs for completed groups within the evaluation review period.
- (b) Positive outcomes are determined by the same criteria as outlined in section 4.f. above.

Incentive(s) shall be determined every six (6) months by DSHS and provided through an Agreement amendment.

6. **Contract Monitoring:** The Counties shall conduct a prevention on-site visit at least annually in order to monitor fiscal and programmatic compliance with performance criteria. The purpose of the on-site visit is to document that the Contractor is reasonably fulfilling the requirements of this Agreement. Written documentation of each on-site visit shall be forwarded by the Counties to DBHR.

a. **PBPS Monitoring.**

The Contractor shall ensure that services funded under this Agreement are entered in the PBPS.

(1) Ensure accurate and unduplicated reporting.

- (a) Contractor is not required to enter duplicate prevention service data in PBPS and additional systems.

(2) Ensure proper training of staff and designated staff for back-up PBPS data entry to meet report due dates.

7. **Other Requirements.**

a. **Background Checks.** (RCW 43.43, WAC 388-877 & 388-877B).

- (1) The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
- (2) When providing services to youth, the Contractor shall ensure that requirements of WAC 388-06-0170 are met.

b. **Services and Activities to Ethnic Minorities and Diverse Populations.**

The Contractor shall:

- (1) Ensure all services and activities provided under this Agreement shall be designed and delivered in a manner sensitive to the needs of all diverse populations.

- (2) Initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, for ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.
 - (3) Take the initiative to strengthen working relationships with other agencies serving these populations.
- c. **Continuing Education:** Ensure that continuing education is provided for employees of any entity providing prevention activities. (42 USC 300x-28(b) and 45 CFR 96.132(b)).
- d. **Single Source Funding:**
- (1) The Contractor shall understand that Single Source Funding means that the contractor can use only one source of funds at any given time.
 - (2) Each cost reimbursement Prevention service provided must be billed only one time through the source selected for funding this expense. At no time may the same expense be billed through more than one funding source.

8. **Consideration and Payment Provision.**

- a. The Counties shall reimburse the Contractor for actual costs of supplies, materials, insurance, and travel related to trainings, conferences, and other business travel for services described in section 4 of this Agreement. The compensation rate for actual work performed shall be thirty dollars per hour (\$30/hr.) and reimbursement for travel shall be as described in Exhibit A of this Agreement. All funding contained in this Agreement is Federal and referenced under the Catalog of Federal Domestic Assistance (CFDA) #93.959 and (CFDA) #93.243.
- (1) The Counties reserve the right to withhold reimbursements or adjust funding awards if the Contractor fails to meet any provision of this Agreement.
 - (2) The maximum total amount payable by the Counties to the Contractor under this Agreement shall not exceed fifty-four thousand one hundred two dollars and zero cents (\$54,152.00) from CFDA #93.959, six thousand six hundred eighty-eight dollars and forty cents (\$6,688.40) from CFDA #93.243, and twenty thousand three hundred six dollars and twenty-four cents (\$20,306.24) from the Washington State Dedicated Marijuana Account (DMA).
 - (3) The sources of funds in this Agreement are the Substance Abuse Block Grant (SABG) CFDA #93.959, the Washington State Dedicated Marijuana Account (DMA), and the Partnerships for Success (PFS) Grant CFDA #93.243 (Year 3 is September 30, 2015 to September 29, 2016, and Year 4 is September 30, 2016 to June 30, 2017). PFS and DMA funds are not carried forward from year to year.
- b. **Billing Procedures:** The Contractor shall submit monthly written claims for payments earned on the appropriate forms provided by the Counties. The Counties will pay the Contractor with County warrants within thirty (30) days following receipt of timely claims for payment. All initial claims for reimbursement must be received by the Counties within thirty (30) days following the last day of the month for which the service is provided. Any supplemental claims for reimbursements must be submitted within sixty (60) days following the end of the month during which the unbilled services were provided. The final billing for services against this Agreement shall occur no more than sixty (60) days after the end date of this Agreement.

If termination of this Agreement occurs, the Counties shall withhold final payment to the Contractor until all required PBPS reporting is complete. This also applies to Contractor closures.

- c. **Funding Requirements:** The Contractor shall submit a budget with projected expenditures, including salary and benefits for DSHS funded prevention staff, program costs, training, and travel to the Contract Manager or designee for each fiscal year.
- (1) For any budget adjustments to the approved CPWI Budget totaling ten percent (10%) or more, the Contractor shall submit a budget revision for approval to the Contract Manager or designee at least fifteen (15) days prior to expending adjusted budget items.
 - (2) The Contractor's expenditures shall be in accordance with the CPWI Budget. The Counties shall not make any payments in advance or in anticipation of the delivery of services to be provided pursuant to this Agreement.
 - (3) **Overpayments/Duplicate Payments:** The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source subsequent to receiving payment from the Counties, the Contractor shall promptly reimburse the Counties in the amount of the duplicate payment.
 - (4) **Reductions in Funding:** The Counties expressly reserve the right to modify or terminate this Agreement if the funding it receives from the State for contracted services is withdrawn, reduced, or limited. The Counties may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The Counties shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.
 - (5) **Recovery of Costs Claimed in Error:** If the Contractor claims and the Counties reimburse for expenditures under this Agreement which the Counties later find were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the Counties shall recover those costs and the Contractor shall fully cooperate with the recovery.
 - (6) **Special Federal Block Grant Funding Conditions:**
 - (a) The following costs are considered unallowable uses of federal funds under this Agreement:
 - i. Costs of hospital inpatient services;
 - ii. Cash payments to clients;
 - iii. Purchase or permanent improvement of lands or facilities without written approval from DBHR and the federal granting authority;
 - iv. Purchase of equipment with a cost of more than five thousand dollars (\$5,000) without written approval from DBHR and the federal granting authority;
 - v. Costs used as cost-sharing or matching for other federal funds requiring non-federal matching funds;
 - vi. Carrying out any program of distributing sterile needles for the hypodermic injection of any illegal drug, or distributing bleach for the purpose of cleansing needles for such hypodermic injection;
 - vii. Carrying out any testing for the etiologic agent for Acquired Immune Deficiency Syndrome (AIDS), unless such testing is accompanied by appropriate pre-test counseling and appropriate post-test counseling;

- viii. Services in a correctional setting, whether state, county, city, adult, or juvenile;
 - ix. The salary for an individual in excess of one hundred twenty thousand dollars (\$120,000) per year pursuant to Section 213 of P.L. 101-517;
 - x. Lobbying activities or an attempt to influence the award of any Federal contract, grant, loan, or cooperative agreement; and
 - xi. Youth tobacco enforcement.
- (b) The Contractor shall comply with Charitable Choice (42 USC 300x-65 and 42 CFR Section 54). Contractor shall ensure that Charitable Choice Requirements of 42 CFR Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with traditional alcohol/drug abuse prevention providers for funding.
 - (c) Funds received from the federal block grant must be segregated in a manner consistent with Federal regulations.
 - (d) No funds may be expended for religious activities.

9. 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 Agreement, 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 Agreement, unless set forth in a written Agreement Amendment signed by both parties. Work under an Agreement Amendment shall not proceed until the Agreement Amendment is duly executed by the Counties.

10. 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, caused by or arising out of the Contractor's acts, errors, or omissions in the performance of this Agreement. 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. In any and all claims against the Counties, 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 Agreement, 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 Agreement the Contractor makes with any subcontractor

or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

- 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.

11. Insurance.

- a. **Professional Liability Insurance:** Prior to the start of work under this Agreement, 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 Agreement. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The Contractor is required to maintain claims made professional liability insurance for a minimum of thirty-six (36) months after the effective date of termination or completion of this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contractor's effective date, the Contractor must purchase "extended reporting" coverage for a minimum of thirty-six (36) months after the completion of work. The Contractor shall annually provide the Counties with proof of all such insurance.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Agreement, 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 Agreement 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 general commercial liability policy will contain an endorsement naming the Counties, both Benton County and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's 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 Agreement and does not exclude liability pursuant to the indemnification requirement under Section 10. 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.

- c. **Automobile Liability:** The Contractor shall maintain, during the life of this Agreement, Commercial Automobile Liability Insurance (CA0001), or equivalent coverage, in the amount of not less than one

million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect Contractor from claims which may arise from the performance of this Agreement, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. Commercial Auto Liability Insurance shall include coverage for owned, non-owned, and hire autos. Covered auto shall be designated as "Symbol 1" any auto. Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

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 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 Agreement 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 Agreement shall be written on an Occurrence Policy form.

e. Verification of Coverage and Acceptability of Insurers: All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class 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 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 on page one of this Agreement.
- (3) All written notices under this Section 11 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties' Contract Representative referenced on page one of this Agreement.
- (4) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement 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.

12. Termination.

- a. The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Section of this Agreement.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Counties to the Contractor. After the effective date, no charges incurred under this Agreement 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 Agreement 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 Agreement. 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.
- d. The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' Contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

13. Assignment, Delegation and Subcontracting.

- a. The Contractor shall only perform the terms of this Agreement on an individual basis, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.
- b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

14. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Agreement does not constitute a waiver of such provisions(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.
15. **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 the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
 - b. The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Section of this Agreement, and as such the Contractor is not 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 the Counties' employees.
 - c. The 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 Agreement.
16. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.
17. **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 Agreement. The Contractor shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.
18. **Non-Discrimination:** 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.
19. **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 Agreement 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 Agreement, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.
 - b. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.
20. **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.

21. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, shall be brought to the 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' Agreement representative or designee. All rulings, orders, instructions, and decisions of the Counties' Agreement representative shall be final and conclusive, subject to the Contractor's right to seek judicial relief.
22. **Confidentiality:** The Contractor shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Agreement, except upon the prior written consent of the Counties' authorized representatives 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.
23. **Choice of Law, Jurisdiction and Venue.**
- a. This Agreement 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 Agreement 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 Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.
24. **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 Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.
25. **Severability.**
- a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.
 - b. If it should appear that any provision of this Agreement 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.
26. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.
27. **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 on page one (1) of this Agreement for the contract representatives. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.
28. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, hold harmless and indemnification provisions (Section 10); professional liability insurance

provisions (Section 11); inspection and keeping of records and books (Section 17); litigation hold notice (Section 29); Public Records Act (Section 20); and confidentiality (Section 22).

29. Litigation Hold Notice: In the event the Counties learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Contractor pursuant to the Inspection of Books and Records section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to “hold” such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the 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 in the Inspection of Books and Records section above.

30. Public Records Act: The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the 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 their possession or in Contractor's possession. This may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. The Contractor also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

31. HIPAA Compliance.

Preamble: This section of the Agreement is the Business Associate Agreement as required by HIPAA.

Definitions.

- a. “Business Associate,” as used in this Agreement, means the “Contractor” and generally has the same meaning as the term “business associate” at 45 CFR 160.103. Any reference to Business Associate in this Agreement includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- b. “Business Associate Agreement” means this HIPAA Compliance section of the Agreement and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- c. “Breach” means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- d. “Covered Entity” means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- e. “Designated Record Set” means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.

- f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained, or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- m. "Subcontractor" as used in this HIPAA Compliance section of the Agreement means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

Compliance. Business Associate shall perform all Agreement duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

Use and Disclosure of PHI. Business Associate is limited to the following permitted and required uses or disclosures of PHI:

- a. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Agreement or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Agreement.
- b. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Agreement. See

45 CFR 164.514 (d)(2) through (d)(5).

- c. Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Agreement or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
- d. Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- e. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- f. Impermissible Use or Disclosure of PHI. Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Agreement within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- g. Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Agreement and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Agreement, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- h. Termination for Cause. Business Associate authorizes immediate termination of this Agreement by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data, and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DSHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Agreement for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to DSHS or destroy the remaining PHI that the Business Associate or any

Subcontractors still maintain in any form;

- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Agreement which applied prior to termination; and
 - (5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Agreement.

Individual Rights.

a. Accounting of Disclosures.

- (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- (2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- (3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- (4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access.

- (1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

- (1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the

amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

- (2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

Subcontracts and other Third Party Agreements. In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written Agreement that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Agreement with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .

Obligations. To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).

Liability. Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement, or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines, or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

Breach Notification.

- a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.
- b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use, or disclosure of PHI not allowed by the provisions of this Agreement or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- c. Business Associate will notify the Contract Manager shown on the cover page of this Agreement within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the Contract Manager. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.
- d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a

Breach of unsecured PHI:

- (1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individual), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
- (2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
- (3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
- (4) DSHS will take appropriate remedial measures up to termination of this Agreement.

Miscellaneous Provisions.

- a. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or amended.
- b. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

32. Data Security Requirements.

Definitions. The words and phrases listed below, as used in this section, shall each have the following definitions:

- a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
- b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
- c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

Data Transport. When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

- a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
- b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security,

such as biometrics or smart cards.

- b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Agreement.
- g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Agreement. If so authorized, the Data shall be given the following protections:

- (a) Encrypt the Data with a key length of at least 128 bits;

- (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes; and
 - (d) Physically Secure the portable device(s) and/or media by:
 - i. Keeping them in locked storage when not in use;
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
- (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
- (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
- (4) Portable media includes, but is not limited to: optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in the Data Disposition section.
- (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this section. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in the Data Disposition section.

Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

b. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

c. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this section.

Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in Section 30 "Public Records Act" and Section 32 "Protection of Data" "b. Network Server Disks" above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical	character data, or
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that
Paper documents containing Confidential Information requiring special handling (e.g.	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse
Magnetic tape	Degaussing, incinerating, or crosscut shredding

a. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the Contract Manager designated in the Agreement within one (1) business day of discovery. If no Contract Manager is designated in the Agreement, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

b. **Data shared with Subcontractors.** If DSHS Data provided under this Agreement is to be shared with a subcontractor, the Agreement with the subcontractor must include all of the data security provisions within this Agreement and within any amendments, attachments, or exhibits within this Agreement. If the Contractor cannot protect the Data as articulated within this Agreement, then the contract with the sub-Contractor must be submitted to the Contract Manager specified for this Agreement for review and approval.

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Amendment <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: FC 06/08/16 BC 06/21/16		
SUBJECT: Signature on Food Service Contract Amendment #1 with ARAMARK Correctional Services		
Prepared By: Maria Loera		
Reviewed By: Darryl Banks		

BACKGROUND INFORMATION

ARAMARK Correctional Services currently provides detention food services for the Benton-Franklin Counties Juvenile Justice Center. This Food Service Contract Amendment #1 amends Section #2 of the Contract, per Benton County Resolution No. 2015 479 and Franklin County Resolution No. 2015 251.

SUMMARY

ARAMARK continues to provide food services to the Benton-Franklin Counties Juvenile Justice Center, Detention Unit and agrees to this Food Service Contract Amendment #1. The purpose of this Food Service Contract Amendment #1 is to revise Section 2 of the Contract to extend the contract for an additional one-year period, from July 1, 2016 to June 30, 2017.

RECOMMENDATION

We recommend that the Boards of County Commissioners approve the Food Service Contract Amendment #1 between the Benton-Franklin Counties Juvenile Justice Center and Aramark Correctional Services, LLC, as written.

COORDINATION

Coordination of the amendment occurred as follows: Maria Loera, Senior Administrative Secretary who compiled the amendment; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract as to form; Mark Adams, Aramark Food Services and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

The food service expenditures are to be paid out of the current Juvenile Operations Department # 171 budget. No supplement required. The amount is not to exceed \$350,000.00 including W.S.S.T. for the one year period of July 1, 2016 through June 30, 2017.

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 are authorized to sign, on behalf of their respective county, the Food Service Contract Amendment #1 between Aramark Correctional Services, LLC and the Benton-Franklin Counties Juvenile Justice Center.

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 THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FOOD SERVICE CONTRACT AMENDMENT #1 BETWEEN THE JUVENILE JUSTICE CENTER AND ARAMARK CORRECTIONAL SERVICES, LLC; APPROVED BY BENTON COUNTY RES. NO 2015 479 AND FRANKLIN COUNTY RES. NO. 2015 251

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center currently contracts with Aramark Correctional Services, LLC for detention food services; and

WHEREAS, Aramark Correctional Services, LLC continues to provide food services to the Benton-Franklin Counties Juvenile Justice Center, Detention Unit; and

WHEREAS, the purpose of this Food Service Contract Amendment #1 is to revise Section 2 of the Contract to extend the Contract for an additional one-year period, from July 1, 2016 to June 30, 2017; NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Food Service Contract Amendment #1 between Benton-Franklin Counties Juvenile Justice Center and Aramark Correctional Services, LLC for a consideration amount of \$350,000.00 including W.S.S.T.; and

BE IT FURTHER RESOLVED, that the term of the Food Services Contract #1 shall commence on July 1, 2016 and shall expire on June 30, 2017.

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

JUDGES
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner
Hon. Alexander C. Ekstrom
Hon. Jacqueline Shea-Brown

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

JOSEPH R. SCHNEIDER
JERRI G. POTTS
JACQUELINE STAM
Court Commissioners

FOOD SERVICE CONTRACT AMENDMENT #1

This Contract Amendment #1 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, 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 Aramark Correctional Services, LLC., with its principal offices located at the Aramark Tower, 1101 Market Street, Philadelphia, PA 19107 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2015 479 and executed on July 7, 2015 and Franklin County Resolution No. 2015 251 and executed on June 30, 2015 (the "Contract"), the parties agree to amend the Contract as follows:

1. In accordance with Section 2 of the Contract ("Duration of Contract"), the parties agree to extend the Contract for an additional one-year period, from July 01, 2016 to June 30, 2017.

Except as expressly provided in this Contract Amendment #1, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment shall be effective upon execution by the parties.

ARAMARK Correctional Services, LLC.
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107

Benton Franklin Counties
Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336-1388

Mark Adams 5/26/16

Daryl Banks 5-18-16

Mark Adams

Date

Daryl Banks, Administrator

Date

BENTON COUNTY APPROVAL

Approved as to Form:

Stephen Hallstrom 05/18/16

Stephen Hallstrom, Deputy Prosecuting Attorney Date

By: _____
Name: _____
Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Deputy Prosecuting Attorney Date

By: _____
Name: _____
Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
<p>Requested meeting date: 6/21/16 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty</p>	

BACKGROUND INFORMATION

The cities of Kennewick, Richland, West Richland and Prosser have existing interlocals with Benton County for the provision of public defense services in Benton County District Court. These existing interlocals contain a mechanism by which all costs associated with public defense services are divided amongst the listed cities and the County, based on each municipality's share of criminal filings in Benton County District Court. A Mental Health Court has been started in 2016 in Benton County District Court. The listed cities and Benton County jointly agree that the costs associated with providing public defense services in Mental Health Court are to be borne by the County only and should not be shared with the cities. The proposed amendments to the existing interlocals changes the cost calculation formula to reflect this agreement.

SUMMARY

Proposed amendments to public defense services interlocal agreements to exclude the cost of public defense services in Mental Health Court from the total cost to be shared with the cities of Kennewick, Richland, West Richland and Prosser.

RECOMMENDATION

Execute amendment as proposed.

ANTICIPATED FISCAL IMPACT

None beyond budgeted, including with funds from Public Safety Sales Tax.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PUBLIC DEFENSE SERVICES INTERLOCAL AGREEMENT WITH THE CITY OF RICHLAND, TO ACCOUNT FOR PROPER BILLING OF COSTS ASSOCIATED WITH BENTON COUNTY MENTAL HEALTH COURT.

WHEREAS, in 2010, Benton County ("County") entered into an interlocal agreement ("Agreement") with the City of Richland ("City") for public defense services and Agreement provided that the costs billed to City would be calculated based on total costs incurred by County in provided public defense services in Benton County District Court; and

WHEREAS, in 2014, the voters of Benton County passed Initiative 14-5, a Public Safety Sales and Use Tax the County's share of which would fund, among other things, the entire cost of a Mental Health Court ; and

WHEREAS, it is now necessary to amend the Agreement so as to remove the costs of providing public defense services in Mental Health Court from the total costs from which the billings to City are calculated, thereby ensuring that no portion of the Mental Health Court operational costs are billed in any way to City; and

NOW THEREFORE, BE IT RESOLVED THAT the Agreement is hereby amended as proposed, removing Mental Health Court public defense costs from the total costs from which billings to City are calculated;

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR USE OF OFFICE OF
PUBLIC DEFENSE SERVICES**

THIS FIRST AMENDMENT is entered into on this ____ day of May, 2016, by and between **BENTON COUNTY**, a political subdivision of the State of Washington (hereinafter "County") and the **CITY OF RICHLAND**, a Washington municipal corporation (hereinafter "City").

The County and City entered into an Interlocal Agreement for Use of Office of Public Defense Services in 2010 (the "Agreement") and now agree to amend it as follows:

1. Section 2(a) shall be replaced with the following:
 - (a) "BCOPD District Court Expenditures" shall mean the salary and benefits paid to County-employed public defenders plus the gross payments to all contracted public defenders less the portion of any such contract(s) payable for services provided to defend persons in cases accepted by the Benton County Mental Health Court.

2. All other provisions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the date written above.

Benton County, Washington

Member

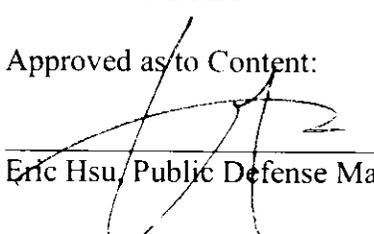
Member

Chair

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

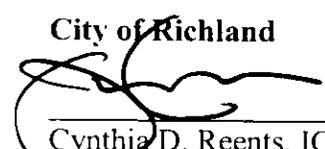
Attest
Clerk of the Board

Approved as to Content:

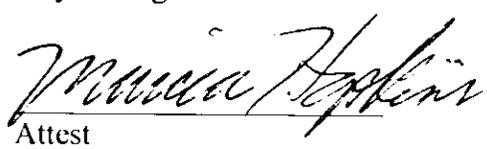


Eric Hsu, Public Defense Manager

City of Richland

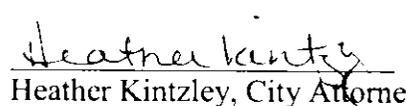


Cynthia D. Reents, ICMA-CM
City Manager



Attest
Marcia Hopkins, City Clerk

Approved as to Form:



Heather Kintzley, City Attorney

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: 6/21/16
 Presentation length:
 Presenting elected office/department: OPD
 Prepared by: Eric Hsu
 Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

The cities of Kennewick, Richland, West Richland and Prosser have existing interlocals with Benton County for the provision of public defense services in Benton County District Court. These existing interlocals contain a mechanism by which all costs associated with public defense services are divided amongst the listed cities and the County, based on each municipality's share of criminal filings in Benton County District Court. A Mental Health Court has been started in 2016 in Benton County District Court. The listed cities and Benton County jointly agree that the costs associated with providing public defense services in Mental Health Court are to be borne by the County only and should not be shared with the cities. The proposed amendments to the existing interlocals changes the cost calculation formula to reflect this agreement.

SUMMARY

Proposed amendments to public defense services interlocal agreements to exclude the cost of public defense services in Mental Health Court from the total cost to be shared with the cities of Kennewick, Richland, West Richland and Prosser.

RECOMMENDATION

Execute amendment as proposed.

ANTICIPATED FISCAL IMPACT

None beyond budgeted, including with funds from Public Safety Sales Tax.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PUBLIC DEFENSE SERVICES INTERLOCAL AGREEMENT WITH THE CITY OF KENNEWICK, TO ACCOUNT FOR PROPER BILLING OF COSTS ASSOCIATED WITH BENTON COUNTY MENTAL HEALTH COURT.

WHEREAS, in 2010, Benton County ("County") entered into an interlocal agreement ("Agreement") with the City of Kennewick ("City") for public defense services and Agreement provided that the costs billed to City would be calculated based on total costs incurred by County in provided public defense services in Benton County District Court; and

WHEREAS, in 2014, the voters of Benton County passed Initiative 14-5, a Public Safety Sales and Use Tax the County's share of which would fund, among other things, the entire cost of a Mental Health Court ; and

WHEREAS, it is now necessary to amend the Agreement so as to remove the costs of providing public defense services in Mental Health Court from the total costs from which the billings to City are calculated, thereby ensuring that no portion of the Mental Health Court operational costs are billed in any way to City; and

NOW THEREFORE, BE IT RESOLVED THAT the Agreement is hereby amended as proposed, removing Mental Health Court public defense costs from the total costs from which billings to City are calculated;

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR USE OF
OFFICE OF PUBLIC DEFENSE SERVICES**

THIS FIRST AMENDMENT is entered into on this ____ day of June, 2016, by and between **BENTON COUNTY**, a political subdivision of the State of Washington (hereinafter "County") and the **CITY OF KENNEWICK**, a Washington municipal corporation (hereinafter "City").

The County and City entered into an Interlocal Agreement for Use of Office of Public Defense Services in 2010 (the "Agreement") and now agree to amend it as follows:

1. Section 2(a) shall be replaced with the following:
 - (a) "BCOPD District Court Expenditures" shall mean the salary and benefits paid to County-employed public defenders plus the gross payments to all contracted public defenders less the portion of any such contract(s) payable for services provided to defend persons in cases accepted by the Benton County Mental Health Court.

2. All other provisions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the date written above.

BENTON COUNTY, WASHINGTON

JEROME DELVIN, Member

JAMES BEAVER, Member

SHON SMALL, Chairman

Constituting the Board of County
Commissioners of Benton County, WA

Attest:

CAMI MCKENZIE, Clerk of the Board

Approved as to Content:

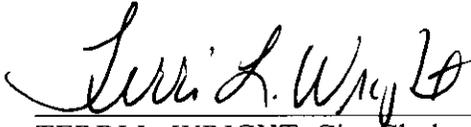
ERIC HSU, Public Defense Manager

CITY OF KENNEWICK



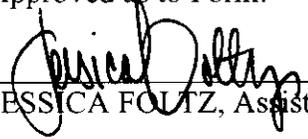
STEVE C. YOUNG, Mayor

Attest:



TERRI L. WRIGHT, City Clerk

Approved as to Form:



JESSICA FOLTZ, Assistant City Attorney

i. Reappointment of R Knight to the
Civil Service Commission Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION</u> <u>NEEDED</u>	
Meeting Date: <u>06/21/2016</u>	Execute Contract	Consent Agenda X
Subject: <u>Re-Appoint R Knight to Civil Service Comm.</u>	Pass Resolution X	Public Hearing
Prepared by: <u>L. Wingfield</u>	Pass Ordinance	1st Discussion
	Pass Motion	2nd Discussion
	Other	Other

BACKGROUND INFORMATION

Robert Knight's term has expired and he wishes to be re-appointed until another Civil Service Commissioner can be found to fill his spot.

SUMMARY

See above.

RECOMMENDATION

Recommend approving and signing the re-appointment of Robert Knight to the Civil Service Commission.

FISCAL IMPACT

No supplement required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RE-APPOINTING ROBERT KNIGHT TO THE BENTON COUNTY CIVIL SERVICE COMMISSION BOARD.

WHEREAS, Robert Knight's term as a Civil Service Commissioner has expired; and

WHEREAS, Robert Knight has expressed an interest and willingness to be re-appointed; **NOW, THEREFORE**

BE IT RESOLVED, that Robert Knight is hereby appointed by the Benton County Board of Commissioners to the Benton County Civil Service Commission Board to fill the expired term with said term expiring December 31, 2019.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

j. Reappointment of A Taylor to the
Civil Service Commission Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION</u>	
Meeting Date: <u>06/21/2016</u>	<u>NEEDED</u>	Consent Agenda X
Subject: <u>Re-Appoint A Taylor to Civil Service Comm.</u>	Execute Contract	Public Hearing
Prepared by: <u>L. Wingfield</u>	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
	Pass Motion	Other
	Other	

BACKGROUND INFORMATION

Allison Taylor's term has expired and she applied to be re-appointed. This re-appointment will fill the expired term through December 31, 2020.

SUMMARY

See above.

RECOMMENDATION

Recommend approving and signing the re-appointment of Allison Taylor to the Civil Service Commission.

FISCAL IMPACT

No supplement required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RE-APPOINTING ALLISON TAYLOR TO THE BENTON COUNTY CIVIL SERVICE COMMISSION BOARD.

WHEREAS, Allison Taylor's term as a Civil Service Commissioner has expired; and

WHEREAS, the position was posted on the County website and an application was submitted; and

WHEREAS, Allison Taylor has expressed an interest and willingness to be re-appointed; **NOW, THEREFORE**

BE IT RESOLVED, that Allison Taylor is hereby appointed by the Benton County Board of Commissioners to the Benton County Civil Service Commission Board to fill the expired term with said term expiring December 31, 2020.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2016-253

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

IN THE MATTER OF ESTABLISHING AN ADULT DRUG COURT COORDINATOR CLASSIFICATION DESCRIPTION AND SALARY GRADE

WHEREAS, the Superior Court Administrator has brought to the attention of the Benton County Personnel Resources Department and the Franklin County Human Resources Department that there is a need to create an Adult Drug Court Coordinator classification description; and

WHEREAS, the Benton County Personnel Manager worked with the Superior Court Administrator and Franklin County's Human Resources Department to create a new job classification that will provide the Superior Court Administration a professional position responsible for the increase in Adult Drug Court due to the Benton County Public Safety Tax (3/10 of 1%); and

WHEREAS, the Benton County Personnel Manager created a job classification description for an Adult Drug Court Coordinator; and

WHEREAS, the Superior Court Administrator has discussed, received approval, and budgeted from the Public Safety Tax Funds for the 2015-2016 biennium for the new position; and

WHEREAS, the Benton County Personnel Manager and Franklin County Human Resources Director reviewed the job classification's placement on the Bi-County Non-Bargaining salary schedule;

NOW, THEREFORE BE IT RESOLVED, that the Board of Benton County Commissioners and the Board of Franklin County Commissioners, hereby approves the recommended Adult Drug Court Coordinator classification description and its placement on the Bi-County Non-Bargaining salary schedule at a grade 16; and,

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners and the Board of Franklin County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and,

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting or compromising either County's "at will" employer status.

Dated this ____ day of _____, 2016.

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Dated this 15th day of June, 2016.

FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board

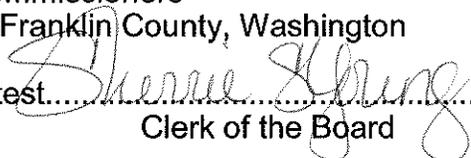


Chair Pro Tem



Member

Constituting the Board of Commissioners of Franklin County, Washington

Attest.....

Clerk of the Board

BENTON COUNTY CLASSIFICATION DESCRIPTION

06/16

Adult Drug Court Coordinator

PAGE 1

TITLE: Adult Drug Court Coordinator
DEPARTMENT: Superior Court Administration
REPORTS TO: Superior Court Administrator
SUPERVISES: Adult Drug Court Manager
FLSA: Exempt

SUMMARY:

This position requires the employee to provide administrative and supervisory work in overseeing program analysis, development, and implementation of the treatment support operations of the Adult Drug Court in Benton & Franklin Counties Superior Court, as well as provide on-going case management to adults assigned to the Benton-Franklin Adult Drug Court Program (ADC). This position requires a person that is highly motivated, is visionary and is able to work as a team member, and is willing to work a non-traditional work schedule, including weekends and evenings.

EXAMPLES OF JOB DUTIES: (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Supervises Adult Drug Court Case Manager(s) and Secretarial staff and reports to the Court Administrator concerns with regard to Adult Drug Court staff and program.

Ensures that all individuals referred to the ADC complete relevant screenings, assessments and evaluations for enrollment into the program.

Coordinates and/or performs regular contact with participants at their home, work, school and/or community service organization according to the requirements of each program phase.

Coordinates and/or administers drug screens as dictated by the participant's program phase. Provides general case management services to program participants to monitor compliance with the ADC requirements and other relevant orders of the Court.

Coordinates and attends regularly scheduled Drug Court Team meetings to collect, share and review information related to each program participant in order to make case-specific recommendations.

Attends scheduled Drug Court hearings and presents recommendations to the court.

Coordinates and/or engages in community outreach activities to build partnerships that will improve the ADC outcomes.

Maintains an up-to-date knowledge of substance abuse issues, effective substance abuse treatment and case management.

Continually monitors and evaluates program effectiveness.

BENTON COUNTY CLASSIFICATION DESCRIPTION
Adult Drug Court Coordinator

06/16

PAGE 2

Gathers data to monitor and track ADC program outcomes.

Develops strategies and/or programs to improve program performance.

Initiates collaboration with community agencies to develop strategies and/or programming to improve program outcomes.

Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the criminal justice system and of community resources.

Knowledge of current substance abuse issues and treatment protocols.

Thorough knowledge of modern principles and practices of management and supervision.

Knowledge of legal requirements, regulations, and laws applicable to area of assignment.

Skill in operating standard office equipment and software including calculator, computer, photocopier, scanner, Microsoft Office products including Excel, Word, and Outlook.

Ability to plan, organize, and oversee assigned work programs, including monitoring work schedules and evaluating the work of subordinates.

Able to articulate in a professional manner both verbally and in written reports.

Ability to work harmoniously with co-workers within the agency and interact professionally with other governmental and private agencies in the community.

EDUCATION AND EXPERIENCE:

Bachelor's degree in social or behavioral science or related field. Five years of increasingly responsible employment experience in the field of drug and alcohol addictions, therapeutic courts and/or criminal justice system experience; or any combination of education and experience which would provide the applicant with the desired skills, knowledge, and ability required to perform the job. Preferred previous Drug Court or intensive/specialized supervision caseload experience, and knowledge of substance abuse treatment modalities, provider and services within our community. Preference given to work experience directly involved with drug addicted offenders.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Washington State Driver's License.

21 years of age or older.

BENTON COUNTY CLASSIFICATION DESCRIPTION
Adult Drug Court Coordinator

08/16

PAGE 3

Obtain and maintain Defensive Driving Certificate.

Satisfactorily pass comprehensive background investigation which shows no criminal activity.

CONDUCT EXPECTATIONS:

Due to the Superior Court's role in providing justice and upholding the rule of law, employees of the Superior Court are required to meet the highest standards of professional conduct and ethics while on the job, and also to maintain those same high standards when taking actions in their personal lives that could reflect on the Court.

PHYSICAL DEMAND AND ENVIRONMENT:

The working environment for Adult Drug Court Case Manager is an office setting and in the field. The duties require walking on various types of surfaces, running, sitting, standing, often for long periods, maintaining balance, climbing stairs and inclines, kneeling, bending, stooping, crouching, reaching, pushing, pulling, twisting; requires a sense of touch, finger dexterity, gripping with fingers and hands, lifting and carrying up to 50 pounds; working alone and in remote locations. Must be able to hear normal voice conversation, have close, far, and side vision with depth perception; may require wearing of prescribed safety equipment. The statement contained herein reflects general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

NOTE: Classification is designed as high exposure classification as defined under the Washington Health & Safety Act and Washington Administrative Code governing Washington Industrial Health Safety Act for Bloodborne Pathogens protocol.

CREATED 06/2016

I. Reappointment of M Kaspar to the Planning Department Commission

<p><u>AGENDA ITEM</u> MTG. DATE: June 21, 2016 SUBJECT: Re-appointment of Marjorie Kaspar to the Planning Commission MEMO DATE: June 14, 2016 Prepared By: Donna Hutchinson Reviewed By: Michael Shuttleworth</p>	<p><u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other</p>	<p>Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other</p>
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BACKGROUND INFORMATION

Ms. Kaspar in the First Commissioner District term on the Benton County Planning Commission is up on July 1, 2016. She has indicated her desire to continue serving on the Planning Commission.

SUMMARY

Ms. Kaspar a member of the Planning Commission is up for reappointment as of July 1, 2016.

RECOMMENDATION

It is the recommendation of the Planning Staff that the Board of County Commissioners sign the resolution appointing the above mentioned Planning Commission member to the Planning Commission for another four year term to expire on July 1, 2020.

FISCAL IMPACT None

MOTION

The Board approves the re-appointment of Ms. Kaspar to the Benton County Planning Commission with her term to expire on July 1, 2020.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: REAPPOINTMENT OF MARJORIE KASPAR TO THE BENTON COUNTY PLANNING COMMISSION.

WHEREAS, Benton County Ordinance No. 86 (as amended by Ordinance No. 181), adopted pursuant to RCW 36.70, provides for a seven-member County Planning Commission; and,

WHEREAS, RCW 36.70.080 provides for appointment of Planning Commission members by the Chairman of the Board of County Commissioners, upon approval of a majority of the Board, from nominations by individual board members, said appointment to result in equal representation among the Commissioner Districts; and,

WHEREAS the term of Marjorie Kaspar in the First Commissioner District expires July 1, 2016, and

WHEREAS the First District Commissioner has nominated Ms. Kaspar for reappointment and she has stated her desire to continue serving, and the other members of the Board concur with the nomination,

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners reappoints Marjorie Kaspar, to the Benton County Planning Commission, with his term expiring July 1, 2020.

Dated this 21st day of June 2016.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

MES/djh

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>June 21, 2016</u> Subject: <u>Transfer of Capital Assets</u> Prepared by: <u>cma</u> Reviewed by: <u>msr</u>	Execute Agreement _____ Pass Resolution <u> X </u> _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u> X </u> _____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

In January of 2015, ER&R purchased an Auger for \$6,207.43 and a Post Driver for \$8,048.32. County Road should have purchased the two pieces of equipment since any new additions to the fleet must be purchased by the fund requesting them. County Road has paid some of the purchase price back through regular rental rates, however, it is necessary for the Road fund to repay the entire balance in order to correct the error. County Road and ER&R have agreed to the purchase and determined the final purchase amount (original price less amount already paid).

SUMMARY

The ER&R fund errantly purchased two pieces of equipment on behalf of the County Road fund. In order to rectify this County Road will purchase the equipment from ER&R for the original purchase price less anything already paid in replacement through the rental rate.

RECOMMENDATION

Approve the transfer of equipment in which County Roads will incur the expenditure for the Auger and Post Driver from ER&R.

FISCAL IMPACT

The \$6,117.27 expense for the Auger and the \$7,487.87 expense for the Post Driver will be moved from the ER&R Capital budget to the County Road Capital fund budget.

(\$6,207.43-\$90.16 Rental Costs for the Auger) (\$8,048.42-\$560.45 Rental Costs for the Post Driver)

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE TRANSFER OF CAPITAL EQUIPMENT FROM ER&R TO COUNTY ROAD.

WHEREAS, ER&R purchased an Auger and a Post Driver in January 2015, Resolutions 2014-948 and 2014-988 respectively; and

WHEREAS, all new additions to the fleet are to be purchased by the Department or fund that requested them not the ER&R fund; and

WHEREAS, the County Road department requested the equipment and should have made the initial purchase; and

WHEREAS, ER&R and County Road have agreed upon on a transfer that reflects County Road taking ownership of the two pieces of equipment and recovers the expenditure by ER&R; and

WHEREAS, the County Engineer recommends that the two pieces of equipment be transferred from ER&R to the Road Department; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the transfer of an Auger and a Post Driver from ER&R to County Road.

Dated this 21st day of June, 2016.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

Orig.: Road Department
Cc: Auditor

C. Aranda

AGENDA ITEM: SPV 2016-001 MTG. DATE: June 21, 2016 MEMO DATE: June 10, 2016 SUBJECT: Short Plat Vacation SPV 2016-001, Carr Prepared By: R.J. Lott Reviewed By: Michael Shuttleworth	<u>TYPE OF ACTION</u> <u>NEEDED</u> Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

On June 16, 1992, Short Plat 1802 was recorded, which created 4 Lots. Lot 4 was further short platted on November 14, 2008, which created Short Plat 3166. Lot 1 of Short Plat 3166 contains a 20-foot drainage easement, AF 92-13963. Sean & Angela Carr, owners of Lot 1 of Short Plat 3166, have submitted an application requesting the drainage easement be vacated off of Lot 1 of the Short Plat.

Owners of property within 300 feet of the outer perimeter of Short Plat 3166 have been notified, and all owners of the Lots within Short Plat 3166 have signed the short plat vacation application. All concerned agencies such as the Benton County Road Department, Benton County Fire Marshal, the Benton County Building Department, Kennewick Irrigation District, Benton-Franklin Health District and any other utility companies have been notified. The Kennewick Irrigation District has commented that water overflow from a nearby irrigation pond may need use of a drainage easement; however, this pond is not near the proposed drainage easement vacation.

SUMMARY

The Planning Department has received a request for the vacation of a 20-foot drainage easement on Lot 1 on Short Plat 3166. Benton County Code requires the Board of County Commissioners to conduct a public hearing on the proposed vacation and allow for public comments regarding the vacation request. The public hearing notice for application SPV 2016-001 was published on June 9, 2016, and the public hearing is scheduled for June 21, 2016.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners conducts a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department does recommend approval of the proposed vacation of the 20-foot drainage easement on Lot 1 of Short Plat 3166.

MOTION

The Benton County Planning Dept. recommends the following motion: The Benton County Board of Commissioners approve the vacation of the 20-foot drainage easement on Lot 1 of Short Plat 3166 and subsequently Lot 4 of Short Plat 1802.

Return to
Benton County Commissioners
P.O. Box 190
Prosser WA 99350

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING REGARDING THE PROPOSED VACATION OF A 20-FOOT DRAINAGE EASEMENT EASEMENT ON LOT 1 OF SHORT PLAT 3166, IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M. APPLICANT: SEAN & ANGELA CARR PARCEL NUMBER 1-2288-101-3166-001, FILE NUMBER - SPV 2016-001

WHEREAS, the Board of County Commissioners did conduct a public hearing on Tuesday, June 21, 2016, at 9:00 a.m. in the Commissioners Meeting Room, County Courthouse, Prosser, Washington; and,

WHEREAS, the signature of the property owners of said application includes all properties affected by these easements; and,

WHEREAS, upon due notice as provided in RCW 58.17.080 and 58.17.090, the hearing before the Board of County Commissioners was held on such petition as indicated above; and,

WHEREAS, the Board of County Commissioners agrees with the summary report from the Benton County Planning Department, retained in File No. SPV 2016-001; and,

WHEREAS, the 20-foot Drainage Easement to be vacated appears on Lot 1 of Short Plat 3166, AF 92-13963; and,

WHEREAS, it further appears that the vacation of the above mentioned easement would not unduly jeopardize the health, safety, welfare and public good; NOW THEREFORE,

BE IT RESOLVED, that the vacation of the 20-foot Drainage Easement on Lot 1 of Short Plat 3166 and subsequently Lot 4 of Short Plat 1802 in the Northeast Quarter of Section 22, Township 8 North, Range 28 East, W.M. is hereby approved.

Dated this 14th day of June 2016.

Chairman of the Board

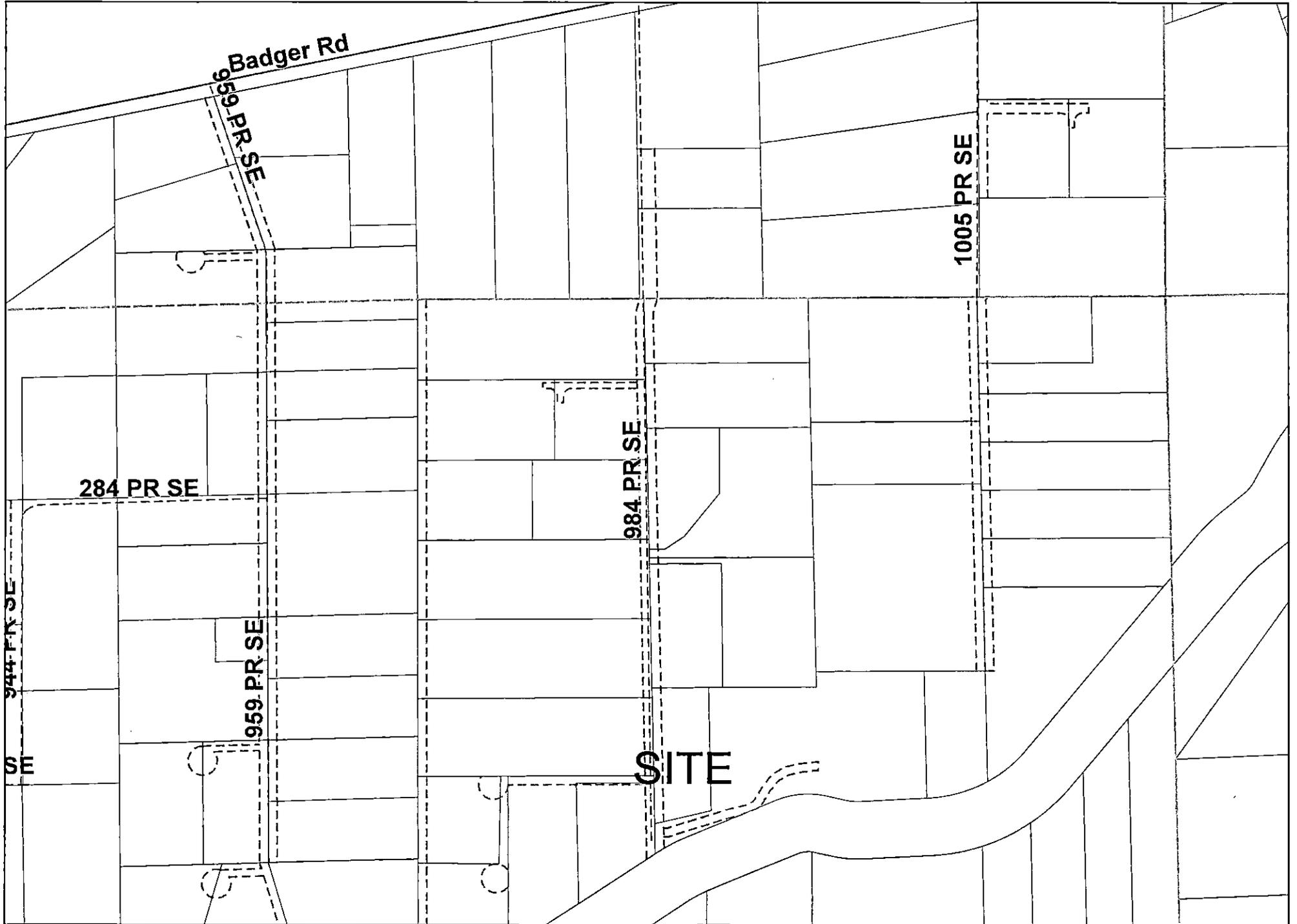
Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

RJL



SHORT PLAT NO. 3166

LOT 4 OF S.P. #1802 & LOT 4 OF S.P. #1738
NE 1/4, SEC 22, T. 8 N, R. 28 E., W.M.
BENTON COUNTY, WASHINGTON

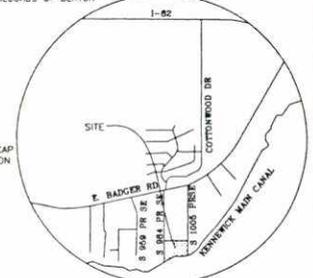
AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF DANIEL STRASSER AT 9:58 A.M. THIS
14th DAY OF November, 2008, AND RECORDED IN VOLUME L OF SHORT
PLATS, AT PAGE 3166, RECORDS OF BENTON COUNTY, WASHINGTON.
Bobbie Gagner by Amanda Cloud 2008-032580
BENTON COUNTY AUDITOR Dep. Aud. FEE NUMBER

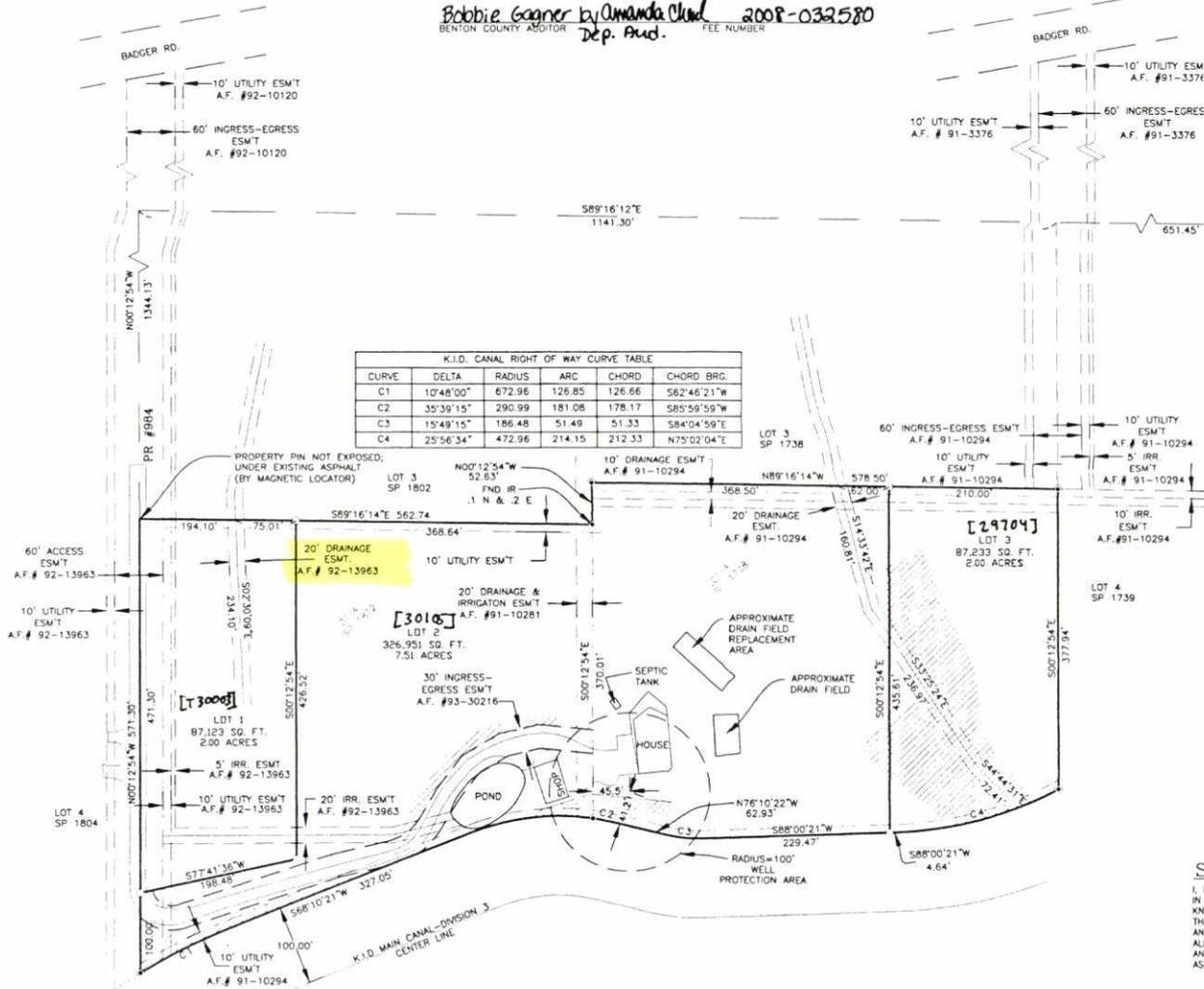
LEGAL DESCRIPTIONS:

LOT 4, SHORT PLAT 1802, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 92-13963, RECORDS OF BENTON COUNTY, WASHINGTON.

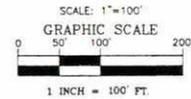
LOT 4, SHORT PLAT 1738, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 91-10294, RECORDS OF BENTON COUNTY, WASHINGTON.



VICINITY SKETCH
NOT TO SCALE



CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BRG.
C1	10°48'00"	672.96	126.85	126.66	S62°46'21"W
C2	35°30'15"	290.99	181.08	178.17	S85°59'59"W
C3	15°49'15"	186.48	51.49	51.33	S84°04'59"E
C4	25°56'34"	472.96	214.15	212.33	N75°02'04"E



NOTES:

- SET 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED PERMIT SURVEY PLS 32445
- ⊙ FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "ROGERS 12365"
- ⊙ DOMESTIC WELL
- AREA OF GREATER THAN 15% SLOPE

SURVEYOR'S CERTIFICATE

I, DANIEL L. STRASSER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID SHORT PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.



PERMIT SURVEYING, INC.

2245 Robertson Drive
Richland, Washington 99354

OFFICE 509-375-4123 FAX 509-371-0999

DATE: 09/19/07
SCALE: 1"=100'
DRAWN BY: D.A.S.
APPROVED BY: D.L.S.

7077SP

GARY R. BROCKMAN
NE 1/2 SEC. 22 T. 8 N. R. 28 E.

BENTON COUNTY

SHEET 1 OF 2

WASHINGTON

2008-032580 B.P. 3166 SP
Benton County Auditor's Office
Benton County, Washington

DEDICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN HEREON AND THAT SAID UTILITY EASEMENTS ARE HEREBY GRANTED FOR THE USES AND PURPOSES SHOWN HEREON

GARY R. BROCKMAN and MADINE L. BROCKMAN

ACKNOWLEDGMENT

STATE OF WASHINGTON COUNTY OF Benton

THIS IS TO CERTIFY THAT ON THIS 15th DAY OF September 2008 A.D. PERSONALLY APPEARED BEFORE ME GARY R. BROCKMAN AND MADINE L. BROCKMAN, HUSBAND AND WIFE, KNOWN TO ME TO BE THE INDIVIDUALS WHO EXECUTED THE FOREGOING "OWNER'S CERTIFICATE" AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.



Carol Hiatt, Notary Public in and for the State of Washington

RESIDING AT: Prosser, WA MY COMMISSION EXPIRES: 7-10-2012

APPROVALS

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEBECK IRRIGATION DISTRICT THAT THE IRRIGATION EASEMENTS SHOWN ON THIS SHORT PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 89.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 2008 A.D.

Kennebeck Irrigation District, 9-25-08

DATE THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR BENTON COUNTY, WASHINGTON

Michael Lambert, Benton County Short Plat Administrator, 9/29/08

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO, AND INCLUDING THE YEAR 2008

Diana Davidson by Tom Hkinson, Benton County Treasurer, 1-22-88-101-1802-004

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF DANIEL STRASSER AT 9:58 A.M. THIS 14th DAY OF November, 2008, AND RECORDED IN VOLUME 1 OF SHORT PLATS, AT PAGE 316, RECORDS OF BENTON COUNTY, WASHINGTON.

Robbie Gagner by Amanda Chamblin, Benton County Auditor, 2008-032580

SHORT PLAT NO. 3160

LOT 4 OF S.P. #1802 & LOT 4 OF S.P. #1738 NE 1/4, SEC 22, T. 8 N., R. 28 E., W.M. BENTON COUNTY, WASHINGTON

NOTES:

- (1) HORIZONTAL DATUM SHORT PLAT NO 1802 AS RECORDED IN VOL. 1 OF S.P. PAGE 1602 AF # 92-13563, RECORDS OF BENTON COUNTY, WASHINGTON SHORT PLAT NO. 1738 AS RECORDED IN VOL. 1 OF S.P. PAGE 1738 AF. # 91-10294, RECORDS OF BENTON COUNTY, WASHINGTON
(2) EQUIPMENT USED: TOPCON HYPER RTK GPS
(3) DATE OF SURVEY: JULY 2007.
(4) TAX PARCEL ID NO. FOR PARENT PARCELS IS 122881011804004 122881011802004
(5) ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO SHORT PLAT IS DETERMINED
(6) THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS, AND MAINTENANCE BY THE SHORT PLATTED PROPERTY'S CURRENT UTILITY PROVIDER SAID UTILITY EASEMENTS ARE FOR THE USE, ACCESS, AND MAINTENANCE OF ELECTRICAL POWER, TELEPHONE, CABLE AND OTHER DEFINED UTILITIES, TO AND OR THROUGH SAID TRACT.
(7) NO BUILDING OR FAS OCCUPANCY PERMIT SHALL BE ISSUED UNTIL THE PRIVATE ROAD EASEMENT HAS BEEN IMPROVED FROM THE COUNTY, CITY OR STATE ROAD TO THE LOT FOR WHICH THE PERMIT IS REQUESTED, TO THE STANDARD PROVIDED IN DEC 3.1B
(8) PRIOR TO THE GRANTING OF A BUILDING OR FACTORY ASSEMBLED STRUCTURE (FAS) PERMIT FOR EACH LOT BY THE COUNTY, THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST COMPLY WITH RCW 90.44.050 REGARDING PUBLIC GROUND WATER. THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST DEMONSTRATE THAT POTABLE WATER IS LEGALLY AVAILABLE BY PRESENTING: (A) EVIDENCE OF A VALID WATER RIGHT PERMIT FROM THE WASHINGTON STATE DEPT OF ECOLOGY FOR THE PROPOSED WELLS FOR EACH LOT, (B) A WATER WELL REPORT FILED AND RECEIVED BY THE WASHINGTON STATE DEPT OF ECOLOGY FOR AN EXEMPTED WELL THAT COMPLIES WITH THE 3,000 GALLON PER DAY EXEMPTION DESCRIBED IN RCW 90.44.050, OR (C) A WRITTEN APPROVAL OF THE WASHINGTON STATE BOARD OF HEALTH THAT A GROUP A OR GROUP B PUBLIC WATER SUPPLY SYSTEM HAS BEEN INSTALLED AND IS AVAILABLE FOR PROVIDING POTABLE WATER TO THE LOT
(9) ALL STRUCTURES MUST BE AT LEAST 25 FEET BACK FROM ALL PRIVATE ROAD EASEMENTS.
(10) BENTON COUNTY IS NOT RESPONSIBLE FOR THE CONSTRUCTION AND/OR MAINTENANCE OF PRIVATE ROAD EASEMENTS.
(11) PORTIONS OF THIS SHORT PLAT ARE LOCATED WITHIN A CRITICAL RESOURCE AREA CLASSIFIED AS GEOLOGICALLY HAZARDOUS (STEEP SLOPES AND LANDSLIDES); NO BUILDING PERMITS OR FAS PERMITS WILL BE ISSUED ON THESE AREAS UNTIL A DETERMINATION OF CONSISTENCY IS ISSUED FINDING THAT THE SITE AND DEVELOPMENT ARE ASSURED OF LONG TERM STABILITY AND STRUCTURAL INTEGRITY
(12) THE DEVELOPMENT ON SLOPES (15% OR GREATER) WITHIN THIS SHORT PLAT MUST BE ENGINEERED BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON AND SHOWING EXPERIENCE AND KNOWLEDGE IN THE PRACTICE OF SOILS MECHANICS, TO INSURE SAFETY AND LONG TERM STRUCTURAL INTEGRITY ACCORDING TO THE GEOLOGIC CONDITIONS OF EACH LOT.
(13) NO DRIVEWAYS OR PRIVATE ROAD EASEMENTS SHALL EXCEED A SLOPE OF 12% UNLESS OTHERWISE APPROVED BY THE BENTON COUNTY FIRE MARSHAL. THE ROAD DESIGN PLANS AND PROFILES MUST BE SUBMITTED TO THE FIRE MARSHAL PRIOR TO ROAD CONSTRUCTION. ALL LOTS MUST MAKE ADEQUATE PROVISIONS FOR SITE DRAINAGE AS APPROVED BY THE BENTON COUNTY BUILDING OFFICIAL.
(14) ROAD GRADES OF 12% OR GREATER MUST BE ENGINEERED BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON; AND APPROVED BY THE FIRE MARSHAL PRIOR TO ROAD CONSTRUCTION. THE GRADE AND FINISH OF THE PRIVATE ROAD WILL NEED TO MEET THE CURRENT STANDARDS AND POLICIES AT THE TIME THE ROAD IS CONSTRUCTED
(15) HILLSIDE DEVELOPMENT STANDARDS SHALL BE UTILIZED FOR LOT DESIGNS IN THIS SHORT PLAT IF ANY STRUCTURES ARE TO BE BUILT OR PLACED WITHIN AREAS OF 15% OR GREATER SLOPES IF LOTS ARE TO BE APPROVED, THEN AN ENGINEERED FOUNDATION PLAN MUST BE SUBMITTED FOR EACH LOT WITH A SLOPE OF 20% OR GREATER PRIOR TO ISSUANCE OF ANY BUILDING PERMIT
(16) NO MAN-MADE SLOPES ON THESE LOTS SHALL EXCEED A RATIO OF 2' HORIZONTAL TO 1' VERTICAL RISE UNLESS THE SITE PLAN HAS BEEN APPROVED BY THE BENTON COUNTY BUILDING DEPARTMENT FOR RETAINING WALLS OR SIMILAR STRUCTURES WHICH ARE USED FOR BANK STABILIZATION.
(17) WHEN DETERMINED BY THE FIRE MARSHAL, NON-COMBUSTIBLE SIDING, SKIRTING AND SOFFIT MATERIAL IS REQUIRED ON THE DOWN HILL SIDE OF STRUCTURES WITHIN 30 FEET OF A 15% OR GREATER GRADE PLEASE CONTACT THE BENTON COUNTY FIRE MARSHAL FOR MORE INFORMATION.
(18) IT IS EXPRESSLY DECLARED AND UNDERSTOOD THAT BENTON COUNTY HAS NO DUTY, OBLIGATION OR RESPONSIBILITY FOR THE CONSTRUCTION, MAINTENANCE OR REPAIR OF STORM DRAINAGE FACILITIES OR DRAINAGE EASEMENTS LOCATED OUTSIDE OF THE COUNTY ROAD RIGHT OF WAY.
(19) ALL DRAINAGE, RIVERS, CREEKS, ETC SHALL BE TRAVERSED BY BRIDGES OR CULVERTS THAT SHALL BE CAPABLE OF SUPPORTING THE IMPOSED WEIGHTS OF VEHICLES NEEDED FOR FIRE PROTECTION, AND THE BRIDGE OR CULVERT SHALL BE DESIGNED TO HANDLE A 25-YEAR STORM EVENT. A LICENSED WASHINGTON STATE CIVIL ENGINEER MUST SUBMIT A LETTER STATING THAT THE BRIDGE OR CULVERT MEETS THE 25-YEAR STORM EVENT AND THE REQUIRED WEIGHT LIMITS.

SURVEYOR'S CERTIFICATE

I, DANIEL L. STRASSER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN HEREIN IS BASED ON AN ACTUAL FIELD SURVEY OF LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID SHORT PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.



PERMIT SURVEYING, INC. 2245 Robertson Drive Richland, Washington 99354 OFFICE 509-375-4123 FAX 509-371-0999 DATE 09/19/07 SCALE 1"=100' DRAWN BY D.A.S. APPROVED BY D.L.S. 7077SP BENTON COUNTY SHEET 2 OF 2 WASHINGTON GARY R. BROCKMAN NE 1/2 SEC. 22 T. 8 N. R. 28 E.

Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that there has been proposed to the Board of County Commissioners, an application (File No. SPV 2016-001) submitted by: Sean & Angela Carr to vacate the twenty foot drainage easement AF # 92-13963 running North and South through the center of Lot 1 of Short Plat 3166 in the Northeast Quarter of Section 22, Township 8 North, Range 28 East, W.M.

The Board of Commissioners of Benton County, Washington, at a public hearing on June 21, 2016 at 9:00 a.m. in the Commissioners' Meeting Room, Third Floor, Courthouse, Prosser WA will consider said application. At this hearing, the Board of Commissioners may approve, approve with conditions, or disapprove the vacation.

NOTICE IS FURTHER GIVEN that comments concerning the above action will be taken at this time and can be made at the hearing before the Board of County Commissioners at the time and place indicated above, or in writing to the Planning Department, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350 no later than 3:00 p.m. on Monday, June 20, 2016. Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

It is Benton County's policy that no qualified individual with a disability shall by reason of such disability be excluded from participation in public meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the ADA Coordinator or the Benton County Planning Department at the above stated phone numbers and/or address no later than 48 hours prior to the date of the meeting. The Request for Reasonable Accommodation form is available online at www.co.benton.wa.us or from the Planning Department.

DATED this 6th day of June 2016.

SHON SMALL, Chairman
BOARD OF COUNTY COMMISSIONERS

R. J. LOTT, Senior Planner
BENTON COUNTY PLANNING DEPT.

PUBLISH: JUNE 9, 2016

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>06/21/2016</u> Subject: <u>Workmen's Compensation Budget Adjustment</u> Prepared by: <u>L. Wingfield</u>	Execute Contract _____ Pass Resolution <u>X</u> Pass Ordinance _____ Pass Motion <u>X</u> Other <u>X</u>	Consent Agenda _____ Public Hearing <u>X</u> 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

The Notice of Hearing was published in the Tri-City Herald on June 13, 2016, and June 20, 2016. Lexi will review the attached background information regarding current claims and a change in claims. A public hearing will be required.

SUMMARY

See above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners to sign the resolution for the budget adjustment and the Transmittal for Request for Budget Adjustment.

MOTION

I move that the resolution for the budget adjustment to the 2015-2016 workmen's compensation fund, as outlined in item 1 in the notice of hearing, be approved.

FISCAL IMPACT

\$1,165,000 will be transferred from 0503101.291.74.0001, Estimated Beginning Fund Balance to a variety of Workmen's Compensation (Fund 0503101) line items.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 WORKMEN'S COMPENSATION FUND NO. 0503-101, DEPARTMENT 000, BUDGET IN THE AMOUNT OF \$1,165,000.

WHEREAS, the Personnel Manager has requested a budget adjustment to the Workmen's Compensation Budget (Fund No. 0503-101, Department No. 000) in the amount of \$1,165,000 for expenditures associated with increased workers compensation claims and costs associated with those claims; and

WHEREAS, a public hearing was held on Tuesday, June 21, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Workmen's Compensation Budget (Fund No. 0503-101, Department No. 000), in the amount of \$1,165,000, be approved per the attached request.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN: That the Board of Benton County Commissioners has before it budget adjustments to the 2015-2016 Budget. A copy (summary) of these budget adjustments will be posted on the Benton County website at <http://www.co.benton.wa.us> or provided upon request by contacting the Personnel Resources Office, 7122 West Okanogan Place, Building A, Kennewick, Washington, or by calling 737-2777. Said adjustments are listed as follows:

1. Workmen's Compensation Fund, Fund No. 0503-101, Dept. 000, in the amount of \$1,165,000 for increased claims and costs associated with workers compensation
2. Election Reserve Fund, Fund No. 0111-101, Dept. 000, in the amount of \$100,000 to support the cost of an extra election process

NOTICE IS FURTHER GIVEN: That a hearing will be conducted on Tuesday, June 21, 2016, at 9:00 AM, in the Commissioners' Board Room, Benton County Courthouse, Prosser, Washington, at which time any person may appear and be heard either for or against the proposed supplemental appropriation.

DATED at Kennewick, Washington, this 10th of June 2016

By Lexi Wingfield Personnel Manager

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 ELECTION RESERVE FUND NO. 0111-101, DEPARTMENT 000, BUDGET IN THE AMOUNT OF \$100,000

WHEREAS, the Deputy County Administrator has requested a budget adjustment to the Election Reserve Budget (Fund No. 0111-101, Department No. 000) in the amount of \$100,000 for expenditures associated with supporting an extra election process; and

WHEREAS, a public hearing was held on Tuesday, June 21, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Election Reserve Budget (Fund No. 0111-101, Department No. 000), in the amount of \$100,000, be approved per the attached request.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT**

Fund Name: Election Reserve	Fund Number: 0111101
Dept Name: No Department	Dept Number: 000

Request Summary

Expenditure		Additional	Revised
BARS Number	Item Name	Amount	Budget
514.401.1588	Temporary Help	25,000	54,000
514.401.4925	Ballot Assembly & Printing	75,000	515,000
Total Adjustment		\$100,000	

Revenue		
BARS Number	Item Name	Amount
0111101.291.74.0001	Estimated Beginning Fund Balance	100,000
Total Revenue		\$100,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):
 Due to supporting an extra election process, additional funds are required.

Commissioners

- Approved for Hearing
- Denied

CHAIRMAN

Review Notes: _____

COMMISSIONER

COMMISSIONER

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>June 21, 2016</u>	Execute Contract	<u>X</u>
Subject: <u>2016 Byrne Justice Assistance Grant</u>	Pass Resolution	<u>X</u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	_____
	Public Hearing	_____
	1st Discussion	<u>X</u>
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

The Benton County Sheriff’s Office would like to participate in the 2016 Justice Assistance Grant (JAG) which will be distributed to Kennewick Police Department and Benton County Sheriff’s Office as agreed upon by both parties. The total award is \$23,434 and the breakdown of funds is as follows:

KPD - \$14,061

BCSO - \$9,373

SUMMARY

The BCSO would like to use the grant funds for the purchase of a moving target system to improve decision making and firearms proficiency in the “live-fire” training environment. The BCSO would also like to purchase two (2) hand-held thermal imaging scopes for the purpose of search and detection of persons and evidence in low-light and other low visibility situations.

APPROVED AS TO FORM

Ryan Lukson, DPA

RECOMMENDATION

Authorize the Chairman of the Board to sign the attached Interlocal Agreement between the City of Kennewick and Benton County. The City of Kennewick is requiring Benton County’s signature first and they will sign it at their Board Council meeting that evening and get a fully executed copy to us for our records.

FISCAL IMPACT

This is a reimbursable grant through the City of Kennewick, with no cash match requirement. This grant was estimated in the 2015/2016 budget process for \$20,404, with \$11,361.48 being used in 2015 as approved in the 2015 JAG Agreement. Therefore, with Board approval, we may need to go through the proper procedure of a public hearing for the consideration of a budget adjustment.

MOTION

The Board of Benton County Commissioners approves the 2016 Byrne Justice Assistance Grant (JAG) and hereby authorizes the Chairman to sign the Interlocal Agreement between the City of Kennewick and County of Benton.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENNEWICK, WA AND COUNTY OF BENTON, WA FOR THE 2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG).

WHEREAS, the Benton County Sheriff's Office would like to participate in the 2016 Byrne Justice Assistance Grant (JAG) to fund the purchase of a moving target system and handheld thermal imagers; and

WHEREAS, the total amount awarded to the City of Kennewick and Benton County was \$23,434, which both parties agreed to be split between Kennewick Police Department (60%) and Benton County Sheriff's Office (40%); and

WHEREAS, the City of Kennewick agrees to pay Benton County a total of \$9,373 of JAG funds; and

WHEREAS, if there is a balance of grant funding remaining after the purchase a moving target system and handheld thermal imagers, the Board of Commissioners hereby authorizes the Benton County Sheriff's Office to apply it towards other equipment needed after receiving approval from the JAG Grant Committee; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman to sign the Interlocal Agreement for the 2016 Byrne Justice Assistance Grant (JAG); and

BE IT FURTHER RESOLVED, Benton County's portion of the 2016 JAG award is \$9,373; and

BE IT FURTHER RESOLVED the term of the attached Interlocal agreement shall commence upon signature of both parties and shall terminate September 30, 2017.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, City of Kennewick

Prepared by: L. Small

**THE STATE OF WASHINGTON
COUNTY OF BENTON**

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KENNEWICK, WA AND COUNTY OF BENTON, WA**

2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this **21th day of June, 2016**, by and between The County of Benton, acting by and through its governing body, the Benton County Commissioners (hereinafter referred to as COUNTY) and the City of Kennewick, acting by and through its governing body, the Kennewick City Council (hereinafter referred to as CITY), both of Benton County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34 and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and,

WHEREAS, the total Justice Assistance Grant award to CITY and COUNTY is \$23,434, which will be split between the Kennewick Police Department (60%) and the Benton County Sheriff's Office (40%), as they are certified as disparate, therefore requiring one application and award to be shared between both jurisdictions; and,

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the CITY and COUNTY agree as follows:

Section 1.

CITY is the fiscal agent for this grant since only one jurisdiction can make application for the funds. CITY agrees to pay COUNTY a total of \$9,373 of JAG funds.

Section 2.

COUNTY agrees to use \$9,373 for a moving target system and handheld thermal imagers.

Section 3.

CITY agrees to use \$14,061 for less-lethal shotguns.

Section 4.

COUNTY agrees to submit timely quarterly reports to CITY, the grantee/fiscal agency, by the fifth calendar day at the end of each quarter (January 5, April 5, July 5 and October 5), consistent with, and for the purpose of compliance with, the reporting requirements for the JAG program.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY.

Section 6.

Any party hereto may terminate this Agreement upon one hundred and twenty (120) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's contract representative listed in Section 13 for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Termination of this Agreement by any party shall not affect or diminish authority exercised prior to delivery of required notice of termination.

Section 7.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY.

Section 8.

Each party to this Agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 9.

The parties to this Agreement do not intend for any third party to obtain any right by virtue of this Agreement.

Section 10.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 11.

The term of this Agreement shall be through September 30, 2017.

Section 12.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

Section 13.

Each party 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:

Benton County: Sheriff Steve Keane
City of Kennewick: Chief Ken Hohenberg

Section 14.

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

City of Kennewick, Washington

County of Benton, Washington

STEVE C. YOUNG, Mayor

SHON SMALL, Chairman
Benton County Commissioner

ATTEST:

APPROVED AS TO FORM:

TERRI WRIGHT, City Clerk



Ryan J Lukson
Civil Deputy Prosecuting Attorney

APPROVED AS TO FORM:
Contract Authorization

LISA BEATON, City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>June 21, 2016</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Justice Center Campus</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: <u>Paul Schut</u>		

BACKGROUND INFORMATION

January 26th 2016 the Board of County Commissioners approved Meier Architecture and Engineering to complete design and construction documents for re-roofing 5 (five) buildings located at the Justice Center Campus in Kennewick.

SUMMARY

Meier's has completed the designs for re-roofing the Justice Center (Courts), Justice Center (Administration), lower connecting walkway to the jail, the Jail, Health Department and the Coroner's Office totaling 153,576 sf.

RECOMMENDATION

Authorize the Public Services Administrator to proceed with advertising for bids from qualified Contractor's for the re-roofing of the 5 (five) structures at the Justice Center Campus in Kennewick.

FISCAL IMPACT

153,576 sf. @ (\$25.97 per sf) = \$3,990,000 w/tax.

MOTION

I move to authorize the Public Services Administrator to proceed with advertising for bids from qualified Contractor's for the re-roofing of the 5 (five) structures at the Justice Center Campus in Kennewick.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>June 21, 2016</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Parking Lot, Kennewick Annex</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

The South parking lot at the Kennewick Annex, a primary parking lot, is not looped. There is only one entrance and exit, and turnaround space is limited causing traffic congestion.

SUMMARY

By removing a portion of the center island landscaping near the East end of the lot and constructing a ramp leading back to the main entrance would allow traffic to circle through the parking lot and exit out, reducing traffic congestion. Improvements would also include resealing the surface pavement, restriping, a new light pole and adding a drive thru drop box for the Auditor and Treasures offices.

RECOMMENDATION

The County Commissioner approve County Roads Department to move forward with the advertisements for bids to construct the proposed modifications to the Kennewick Annex Parking lot.

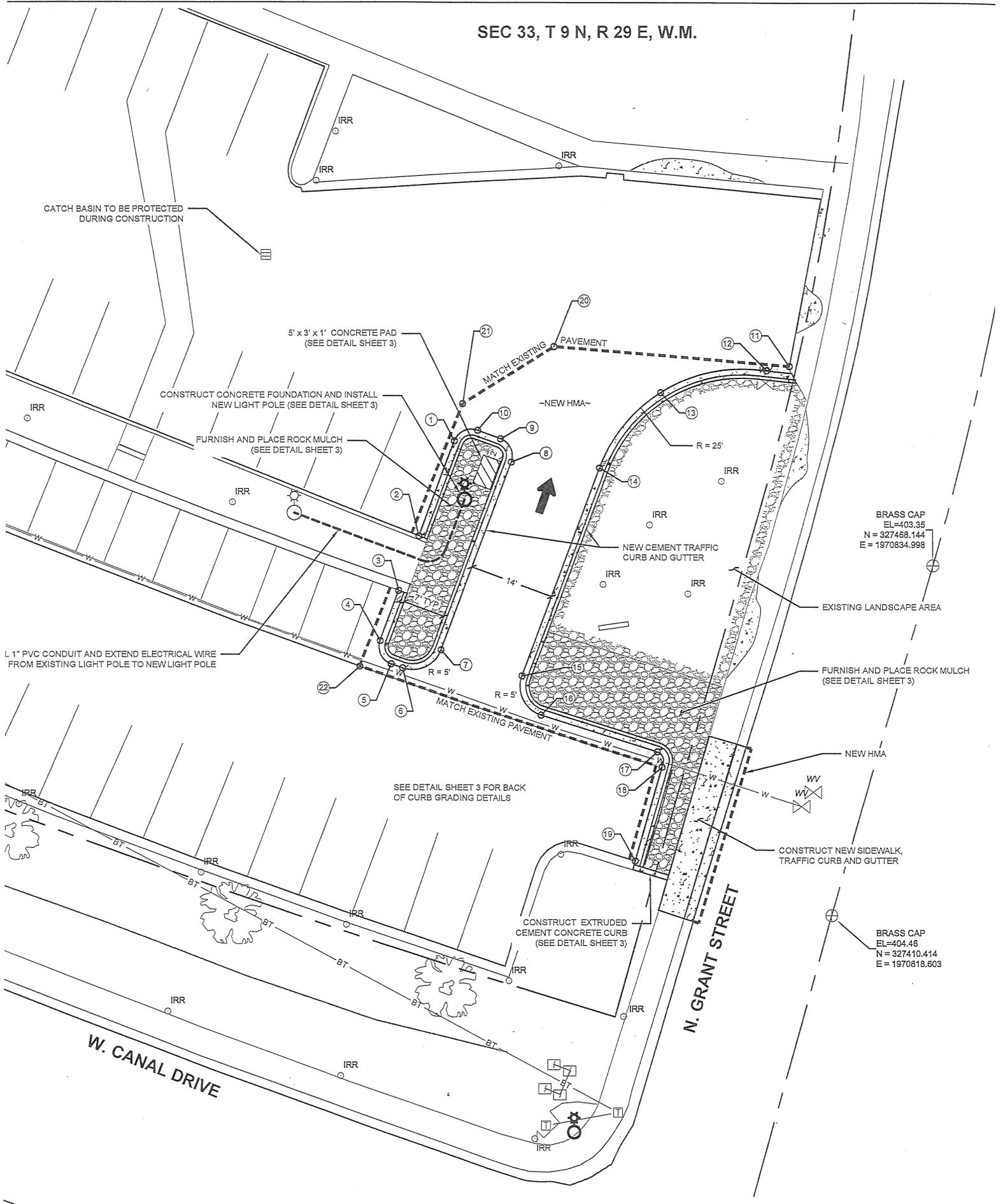
FISCAL IMPACT

Estimated project costs, \$57,000

MOTION

I move to authorize the County Roads Department to move forward with advertisement for bids to construct the proposed modifications to the Kennewick Annex Parking lot.

SEC 33, T 9 N, R 29 E, W.M.



BRASS CAP
EL=403.35
N = 327488.144
E = 1970834.998

BRASS CAP
EL=404.46
N = 327410.414
E = 1970818.603

SEE DETAIL SHEET 3 FOR BACK
OF CURB GRADING DETAILS

CATCH BASIN TO BE PROTECTED
DURING CONSTRUCTION

5' x 3' x 1' CONCRETE PAD
(SEE DETAIL SHEET 3)

CONSTRUCT CONCRETE FOUNDATION AND INSTALL
NEW LIGHT POLE (SEE DETAIL SHEET 3)

FURNISH AND PLACE ROCK MULCH
(SEE DETAIL SHEET 3)

L 1" PVC CONDUIT AND EXTEND ELECTRICAL WIRE
FROM EXISTING LIGHT POLE TO NEW LIGHT POLE

CONSTRUCT NEW SIDEWALK,
TRAFFIC CURB AND GUTTER

CONSTRUCT EXTRUDED
CEMENT CONCRETE CURB
(SEE DETAIL SHEET 3)

W. CANAL DRIVE

N. GRANT STREET