

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 12/1/20 BC 12/15/20
Subject:	Fee for Services Rendered Contract with the City of Kennewick
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

Summary / Background Information

Attached for Board review and approval is the Fee for Services Rendered Contract between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and the City of Kennewick. BFJJC has been providing the Graffiti Abatement Program (GAP) to the City of Kennewick for a number of years. The purpose of GAP is the removal of graffiti caused by vandalism with juveniles sentenced to work crew for the term of January 1, 2021, through December 31, 2022.

Fiscal Impact

There is no fiscal impact to the Counties. The maximum amount payable by the City of Kennewick to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$74,420.00.

Recommendation

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Services Rendered Contract between the City of Kennewick and Benton-Franklin Counties Juvenile Justice Center.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF CONTRACTING WITH THE CITY OF KENNEWICK FOR THE FEE FOR SERVICES RENDERED CONTRACT FOR THE GRAFFITI ABATEMENT PROGRAM

WHEREAS, Benton-Franklin Counties Juvenile Justice Center had a Fee for Services Rendered Contract with the City of Kennewick for the Graffiti Abatement Program for 2019-2020 via Benton County Resolution 2018-880 and Franklin County Resolution 2018-337; and

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Services Rendered Contract between the City of Kennewick and Benton-Franklin Counties Juvenile Justice Center be approved as presented; **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Administrator of the Juvenile Court and award the Fee for Services Rendered Contract between the City of Kennewick and the Benton-Franklin Counties Juvenile Justice Center; and

BE IT FURTHER RESOLVED, the maximum amount payable by the City of Kennewick to the Benton-Franklin Counties Juvenile Justice Center is not to exceed \$74,420.00; and

BE IT FURTHER RESOLVED, the term of the attached contract commences on January 1, 2021 and expires on December 31, 2022; and

BE IT FURTHER RESOLVED, the Boards hereby authorize the Chairs to sign the attached Fees for Services Contact.

DATED this ____ day of _____ 2020
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2020
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce A. Spanner
Hon. Alexander C. Ekstrom
Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



Darryl Banks, Administrator Juvenile
Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

JACQUELINE I. STAM
PAMELA E. PETERSON
DARIN R. CAMPBELL
Court Commissioners

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

FEE FOR SERVICES RENDERED CONTRACT FOR THE GRAFFITI ABATEMENT PROGRAM TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place Ste 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and the City of Kennewick, a municipal corporation, with its principal offices at 210 W Sixth Ave, PO Box 6108, Kennewick, WA, 99336-6108, (hereinafter "City").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2021 and shall expire on December 31, 2022.

2. SERVICES PROVIDED

The Counties agree to provide the following services to the City:

- A. The Counties Work Crew Supervisor will coordinate and oversee all Graffiti Abatement Program (GAP) activities in a professional and responsible manner; keeping in mind that his/her actions reflect on both the Counties and City.
- B. The City will inform the Counties of the locations that need to be surveyed for graffiti and/or graffiti removal. The Counties will locate the sites, survey for graffiti, schedule the GAP crew to paint over and/or remove graffiti as needed, and complete its work in a timely manner.
- C. To the extent possible, in providing services under this Contract, the Counties will use donated materials. If those materials are not satisfactory to the City, the Counties agree to purchase materials, to the extent there are funds available to do so from the monies it receives from the City under the terms of this Contract.

- D. The Counties will ensure that GAP has a sufficient juvenile work force to accomplish the mission of GAP.
- E. The Counties shall provide transportation for the GAP work crew.
- F. The Counties shall confer with the City from time to time during the progress of the work. The Counties shall prepare work statistics and present status reports and other information that may be pertinent and necessary, or as may be requested by the City.

3. CONTRACT REPRESENTATIVES

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

- A. For CITY: **Marie Mosley, City Manager**
City of Kennewick
PO Box 6108
210 W Sixth AVE
Kennewick WA 99336-6108
Phone: (509) 585-4238
Marie.Mosley@ci.kennewick.wa.us
- B. For COUNTIES: **Darryl Banks**
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Phone: (509) 222-2316
Darryl.Banks@co.benton.wa.us

4. COMPENSATION

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

- A. Funding by the City to the Counties in the amount of \$74,420.00 for the entire contract period, payable in monthly installments in accordance with Section 4.D of this Contract.
- B. The maximum total amount payable by the City to the Counties under this Contract shall not exceed \$74,420.00.
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.
- D. The Counties will submit invoices to the City once per month during the progress of the work. Invoices shall cover the time Counties performed work for the City during the billing period. The City shall pay the Counties for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

5. AMENDMENTS AND CHANGES IN WORK

No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by authorized representatives of both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

6. HOLD HARMLESS AND INDEMNIFICATION

- A. The City 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 City's acts, errors or omissions in the performance of this Contract. PROVIDED, that the City'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. The County shall hold harmless, indemnify and defend the City, 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 County's negligent acts, errors or omissions in the performance of this Contract. Provided, that the County's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the City, its officers, officials, employees or agents.

7. TERMINATION

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving ten (10) days written notice by certified mail to the City.
- B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated by either party prior to December 31, 2022, the City shall pay the Counties on a pro-rated basis for services performed up to the termination date.

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

9. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

10. COMPLIANCE WITH LAWS

Both parties agree to comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

11. NONDISCRIMINATION

Both parties agree that each party, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, the presence of any disability, or based on any other protected status.

12. DISPUTES

Differences between the City and the Counties, arising under and by virtue of this Contract, 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 Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to the City's right to seek judicial relief.

13. CHOICE OF LAW, JURISDICTION AND VENUE

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

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

14. SUCCESSORS AND ASSIGNS

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

15. SEVERABILITY

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

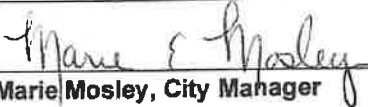


16. ENTIRE AGREEMENT

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

17. NOTICES

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

The parties have caused this Contract to be signed as follows:

City of Kennewick	Benton Franklin Counties Juvenile Justice Center
	
<u>11/10/20</u> Date	<u>11-16-20</u> Date
Marie Mosley, City Manager	Darryl Banks
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:	Approved as to Form:
_____	
Stephen Hallstrom, Deputy Prosecuting Attorney Date	<u>11/16/2020</u> Date
By: _____	By: _____
Name: _____	Name: _____
Title: <u>Chair, Board of Commissioner</u>	Title: <u>Chair, Board of Commissioner</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____