

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 01/10/24 BC 01/23/24
Subject:	Personal Services Contract Amendment No.1 with Connections Consulting MA LLC
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<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 checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Connections Consulting MA LLC has a Contract with the Benton-Franklin Counties Juvenile Justice Center via Benton County Resolution 2023 694 and Franklin County Resolution 2023 261.

Both parties wish to amend Section 7 "Insurance". Contract Amendment No. 1 deletes and replaces language of Sections 7(b), "Workers Compensation", 7(c) "Commercial General Liability and Employers Liability Insurance" and deletes in its entirety 7(d) "Automobile Insurance", while maintaining the rest of the Contract in full force and effect.

The attached Connections Consulting MA LLC contract Amendment No. 1 shall commence on January 1, 2024 and shall expire on December 31, 2025.

Fiscal Impact

There is no fiscal impact.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract Amendment No. 1 between Connections Consulting MA LLC and Benton-Franklin Counties Juvenile Justice Center to amend certain sections of Section 7 "Insurance".

Suggested Motion

Approved 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 AMENDMENT NO. 1 OF THE PERSONAL SERVICE CONTRACT BETWEEN
BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND CONNECTIONS CONSULTING
MA LLC**

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center has a contract with Connections Consulting MA LLC via Benton County Resolution No. 2023 694 and executed on October 10, 2023, and Franklin County Resolution No. 2023 261 and executed on September 27, 2023; and

WHEREAS, this Amendment No. 1 to said Contract is necessary as both parties wish to amend certain sections of Section 7 "INSURANCE" by deleting and replacing Sections 7(b) "Workers Compensation", 7(c) "Commercial General Liability and Employers Liability Insurance", and 7(d) "Automobile Insurance", while maintaining the rest of the Contract in full force and effect; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Juvenile Administrator's recommendation and hereby approves amending Section 7 "INSURANCE" of the Personal Services Contract between Connections Consulting MA LLC and Benton-Franklin Counties Juvenile Justice Center; and

BE IT FURTHER RESOLVED, that the Chairs or Chair Pro-Tems are authorized to sign the attached Personal Service Contract Amendment No. 1; and

BE IT FURTHER RESOLVED, the term of the attached Amendment No. 1 shall commence on January 1, 2024 and shall expire on December 31, 2025.

DATED this ____ day of _____, 2024
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____, 2024
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Commissioner

Commissioner

Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Jacqueline J. Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam
Hon. Norma Rodriguez
Hon. Diana N. Ruff

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DAVID WHEELER, 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

DARIN R. CAMPBELL
ARTHUR D. KLYM
BRANDON P. HOLT
Court Commissioners

AMENDMENT NO. 1 TO PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND CONNECTIONS CONSULTING MA LLC

This Amendment No. 1 to the Personal Services Contract (the "Amendment") is entered into by and between Connections Consulting MA LLC and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein, and in the parties' existing Personal Service Agreement between Connections Consulting MA LLC and the Counties, (corresponding to Benton County Resolution No. 2023 694 and executed on October 10, 2023, and Franklin County Resolution No. 2023 261 and executed on September 27, 2023), the parties agree to amend **Section 7(b) "Workers Compensation"**, **Section 7(c) "Commercial General Liability and Employers Liability Insurance"**, and delete **Section 7(d) "Automobile Liability"**; while maintaining the rest of the Contract in full force and effect;

1. **INSURANCE:** Section 7(b) and 7(c) of the Contract shall be deleted in its entirety and replaced with the following:

- b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Worker's compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain

coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

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

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

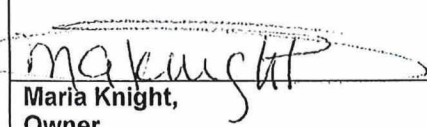


The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory,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

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

- d. **Automobile Liability:** This Section 7(d) is hereby deleted in its entirety.

Except as expressly provided in this Contract Amendment No. 1, all other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall be effective on January 1, 2024.

Connections Consulting MA LLC	Benton-Franklin Counties Juvenile Justice Center
 Maria Knight, Owner	 David Wheeler, Juvenile Court Administrator
12/14/23 Date	12/18/23 Date
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom, Deputy Prosecuting Attorney Date	FRANKLIN COUNTY APPROVAL Approved as to Form:  Civil Deputy Prosecuting Attorney Date
By: _____ Title: <u>Chair, Board of Commissioners</u>	By: _____ Title: <u>Chair, Board of Commissioners</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____