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

Board of County Commissioners

Jerrod MacPherson
County Administrator

to view items in detail, click on highlighted area

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, January 7, 2020
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**
Approval of Minutes
- **December 10, 2019 Special Meeting**
- **December 17, 2019**

Review Agenda

Consent Agenda

Auditor
a. Disposition and Surplus of Personal Property
Clerk
b. Application and Agreement w/LexisNexis for Collection of Fines & Restitution
Commissioners
c. Organization of Benton County Commissioners for the Year 2020
d. Providing A Non-Bargaining General Increase of Wages for 2020
e. Providing Administrators, Managers and Assistant Managers an Increase of Wages for 2020
f. Disbursement from Historical Preservation Fund to the Fire Protection District 4
g. Disbursement from Historical Preservation Fund to the Benton County Museum and Historical Society
h. Disbursement from Historical Preservation Fund to the East Benton County Historical Society
i. Disbursement from Historical Preservation Fund to the Historic Downtown Kennewick Partnership
j. Disbursement from Historical Preservation Fund to the REACH Museum
k. Disbursement from Historical Preservation Fund to the Richland Players' Theatre
l. Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 116
Corrections Department
m. Employee and Volunteer Recognition Award Policy

Facilities

n. Termination Notice to ABM Industry Groups
o. Award and Contract w/Intermountain Cleaning Services for Janitorial Services
p. Award and Contract w/Ironesque Iron Work for Fencing Fabrication @ the Justice Center

Human Resources

q. Bi-County Non-Bargaining Juvenile Justice and Superior Court Contribution to Employee Insurance Benefits for 2020
r. Bi-County Non-Bargaining Juvenile Justice and Superior Court Increase of Wages for 2020
s. Non-Bargaining Contribution to Employee Insurance Benefits for 2020
t. Agreement w/Teamsters Local No. 839, Representing Juvenile Detention Unit for 2020-2021
u. United Employees Benefit Trust Participation Agreement Representing Bailiff Employees
v. Line Item Transfer, Fund No. 0108-101, Dept. 560

Juvenile

w. Contract w/Lochness Medical Supplies Inc. for Urinalysis Testing Supplies
x. Contract w/Regional Toxicology Services for Uranalysis Testing
y. Contract w/Johnson Controls Fire Protection for Fire Alarm Inspections, Testing and Repair

Parks

z. Line Item Transfer, Fund No. 0000-101, Dept. 126

Planning

aa. Agreement w/Dept. of Ecology for the Shoreline Master Program
bb. Contract w/White Bluffs Consulting to Revise the Shoreline Master Program

Public Works

cc. Awarding the New Administration Building Project to Banlin Construction
dd. Authorization for Public Hearing on Franchise Application of Plymouth Water District

Public Comment

Scheduled Business

Contract Amendment w/Parker Corporate Services for Unarmed Security Guard Services ~ M Rasmussen

Change Order No. 3 w/Banlin Construction for the Public Services Building Project ~ R Blain

Office of Public Defense Staffing ~ E Hsu & L Ivey

- Executive Assistant
- Transfer of Funds From Public Safety Tax Fund

Other Business

Executive Session

Potential Litigation ~ P Schut & R Lukson

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Tuesday, December 10, 2019, 2:00 p.m.
Benton County Justice Center
Commissioners' Conference Room, 2nd Floor
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

Present: Chairman Shon Small
Commissioner Jerome Delvin
Commissioner James Beaver
Interim County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Adam Fyall, Sustainable Development Manager; Deputy Finance Manager Jennifer Bowe; DPA Ryan Lukson; HR Manager Lexi Wingfield; Communications Coordinator Shyanne Palmus; IT Department Robert Heard; Finance Manager Linda Ivey; Paul Schut, Risk Management; Chief Deputy Clerk Elaine Osborne; Clerk Josie Delvin; Commander Scott Souza; Captain Josh Shelton.

Report and Update - Jail Operations

Commander Scott Souza and Captain Joshua Shelton gave an update and briefly discussed the following:

- Since October 23, 2019 they had worked with and without commissions; they currently did not have limited commission, but the Sheriff was fulfilling his statutory requirements;
- The Sheriff required immediate removal of badges, patches, uniforms and vehicle decals; since that time, they had ordered new badges, patches, and uniforms, and vehicle decals were design esigned; new uniforms should be available by mid-January;
- The Sheriff restricted access without an escort to the locker room; they had a temporary portable locker room situation until a more permanent room could be provided;
- The Sheriff took possession of weapons; since that time, they purchased three rifles, ammunition and a launcher;
- Reduction of inmates and contract numbers by 80 to facilitate the construction project, which was tentatively scheduled to be complete by February 21. The temporary reduction in contract inmates greatly increased safety. With phase 2 of the construction, 113 beds will need to be reduced and that is scheduled to be complete by July 13 of next year;

- Reduction of overtime – since reduction of contract inmates, overtime has decreased by 64 ½ % for October through November 2019, including an increase in staff morale;
- Changes moving forward:
    - Vacancies – down 6 officers and one clerical position; soon to be 7 officers;
    - Worked with HR to complete a job description for a part-time investigator to facilitate background checks and assist with vacancies;
    - Ordered replacement tasers and working to replace radios that are 10 years old and will no longer be serviceable after Dec. 31;
    - Increase mental health staff to add one full-time MH professional;
    - Policy and training management.

Commissioner Delvin asked for clarification on whether they had requested to reduce the contracts to a more manageable number but were not allowed to by the Sheriff and Commander Souza said that was correct. Additionally, Commissioner Delvin asked if they had requested the vacant positions be filled. Commander Souza said it was difficult to find qualified applicants, but it would get them up to a number to do the job in the jail and relief to make sure staff were getting properly relieved.

Chairman Small asked about the investigator position. Commander Souza said they were looking at a part-time employee to provide these services (background checks, internal investigations and some training functions) to be paid out of current expense.

He said the jail was running smoothly and operations were going well, and he thanked the Board for creating the Benton County Corrections Department.

Commissioner Delvin said he had a meeting next week with the cities and suggested they extend and invitation to the cities to tour the jail. Commander Souza said he would do that and welcomed the cities to tour the jail and the construction, to see why beds had to be shut down and contracts reduced so they could facilitate this construction project.

Report and Update - Jail Budget and Finance

Linda Ivey said they were currently working under the approved 2019-2020 budget for Corrections (as submitted by the Sheriff and approved by the Board of Commissioners) in the amount of $36 million. She said it was business as usual; payroll was being completed, vouchers and bills were being paid, revenues were receipted, and the cities and US Marshal had been billed through November. They were currently working on the Department of Corrections billings. Additionally, they were purchasing equipment and buying the required items to outfit the officers. She said most was being paid from Current Expense, although some might come from Public Safety Tax Fund. Additionally, the Mental Health staffing position was budgeted in the Public Safety Tax Fund.

Ms. Ivey also commented the projected revenue that was submitted by the Sheriff's office was $8.6 million. However, she estimated the revenue for the jail budget, even with changes for construction due to the plumbing project, would probably be $9.8 million.

Commissioner Delvin asked if the purchases for the badges, patches, and uniforms could be found in the current budget and it was stated the money could be found in the current budget; that only the opioid grant was not budgeted. The part-time investigator position would be paid from a work crew officer vacant position, but they would work within the approved budget.

Commissioner Delvin said it was being reported this transition was going to cost the tax payers, but the money was already there and budgeted. Additionally, he said there was criticism that it was not well thought-out. He admitted there were a few rough patches in the beginning, but they needed to get the story out that the transition was working, and they had very professional staff. However, they did not previously have authority to do what was needed.

Report and Update – Risk Management

Paul Schut said he had several meetings with the Corrections Department regarding the transition. The first request was to update the best practices policy and procedures. Mr. Schut recommended contracting with Lexipol to update the policies and training to reduce the risk within the department. Lexipol was a well-established company that adopted state specific policies that followed updates to legislation, case law and evolving best practices. Additionally, the Risk Pool would reimburse up to a certain level once the County got to a point where it had adopted policies and procedures as recommended by Lexipol. He said he also had communications with the Corrections Department about incident reporting, proper investigations and improving safety.

Mr. Schut said the lines of communication with the Corrections Department had improved since the transition as the communication had not been open in the past.

Correctional Staff Comments

Steve McDermott, Corrections Sergeant, said he supported the Board's decision. He said this was an unprecedented time, but Corrections was being run by experts. He said the reduction in population had produced safety changes, particularly in the booking area, allowing them to reposition staff and reduce OT. He commented that in his 11 years, 111 people had left, which he considered a large turnover. He said they wanted to be able to assist with having a commission as they would prefer to keep the police on the road. He said they felt in time this move would prove to be positive to the public.

Chairman Small said the Board believed in them and their professional abilities.

Commissioner Delvin reiterated that as long as he was a Commissioner, he was committed to this transition and was not going to let the jail go back to the Sheriff. He discussed a press release by the Republican Party stating the Commissioners should rescind its decision; he said that was not going to happen and the department was going to get the support it needed from the Commissioners' office.

Commissioner Beaver said he believed they were going in the right direction and asked them to keep communicating. He thanked the employees for the work they were doing.

There being no further business before the Board, the meeting adjourned at 2:40 p.m.

_____ _____

Clerk of the Board Chairman

MINUTES

Draft

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, December 17, 2019, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Pro Tem James Beaver
Commissioner Shon Small (via/teleconference)
Commissioner Jerome Delvin
Interim County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Adam Fyall, Sustainable Development Manager; County Engineer Matt Rasmussen; DPA Ryan Brown; Clerk Josie Delvin; Greg Wendt, Assistant Planning Manager; Shan MacPherson, IT; Commander Scott Souza; Captain Joshua Shelton; Auditor Brenda Chilton; DPA Stephen Hallstrom; Robert Blain, Public Works; Superior Court Administrator Tiffany Deaton; HR Manager Lexi Wingfield; Human Services Manager Kyle Sullivan.

Approval of Minutes

The Minutes of December 10, 2019 were approved.

Review Agenda

A resolution to enter into an agreement with an outside cybersecurity contractor was added to the consent agenda as item "ff".

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "ee", adding "ff". Commissioner Beaver seconded and upon vote, the Board approved the following with Commissioner Small abstaining:

Clerk
a. Statement of Work w/ImageSoft for Training Services

Commissioners
b. Appointment of Gareth Nisbett to the Kiona Irrigation District

Corrections Department
c. Payment Authorization to Lourdes Hospital for Mental Health Services In the Jail

District Court
d. Agreement w/WA Administrative Office of the Courts for Interpreter Reimbursement

Facilities

e. Award and Contract of Public Works Contract w/Ted Brown Music for Acoustical Treatment in Five Courtrooms at the Justice Center
f. Advertisement of a Request for Qualifications for Architectural and Engineering Services for the Design of the Addition of New Locker Rooms at the Jail
g. Advertisement of a Request for Qualifications for Architectural and Engineering Services for the Design of Building 1 Restroom Project at the Fairgrounds
h. Contract w/Solid Structures for the Badger Mountain Park Storage and Maintenance Building
i. Contract w/Pacific Mobile Structures for Rental & Installation of an Office Trailer for Temporary Locker Rooms for the Jail Facility

Human Resources

j. Line Item Transfer, Fund No. 0000-101, Dept. 136
k. Establishing A Salary Grade and Step Placement for Various Positions Within the Benton County Human Services Department
l. Agreement w/Local 2658B, AFL-CIO Representing Appraisers

Human Services

m. First Amended Joint County Authority Operating ASO Agreement
n. Agreement w/Service Alternatives for Employment Services
o. Agreement w/Compass Career Solutions for Employment Services

Information Technology

p. Agreement w/PS Technologies for OPD Case Management and Reporting System
q. Award of Sheriff Patrol Vehicle Computer Device Replacements to Wireless Access Technologies

Office of Public Defense

r. Superior Court Public Defense Contract w/Eric Scott
s. Superior Court Conflict & Overflow Public Defense Contract to Michelle Alexander

Prosecuting Attorney

t. Line Item Transfer, Fund No. 0000-101, Dept. 117

Public Safety

u. Line Item Transfer, Fund No. 0148-101, Dept. No. 122
v. Amending Authorized Payment Amount for One Turnkey Simulcast Site on Red Mountain

Public Works

w. Adoption of Public Works Department Shop Rate
x. Adoption of Equipment Rental and Revolving Fund Operational Rates or Road Department Vehicles
y. Line Item Transfer, Fund No. 0101-101, Dept. 500

Risk Management

z. Appointing PayneWest Insurance as the Broker/Agent of Record for Insurance Policies and/or Bonds

Sheriff

aa. Memorandum of Understanding w/Federal Bureau of Investigation for the Safe Streets Task Force

Superior Court

bb. Adopting the Percentage Rates for Salaries, Benefits, and Information Technology Assessments and Budgets for 2020

cc. Contract w/Ana Armijo for Interpreter Services
dd. Contract w/Columbia Basin Interpreting Translation Services for Interpreter Services
ee. Line Item Transfer, Fund No. 0000-101, Dept. 123

Commissioners

ff. Authorizing the County to Enter Into an Agreement with an Outside Cybersecurity Contractor

Briefing – Tri-Cities Raceway Property

Tim Arntsen, Port of Kennewick and Brent Gerry, West Richland, briefed the Board on the purchase and sale of the raceway property to the City of West Richland, contingent upon the funding mechanism approved by Benton County for the use of rural county capital funds. The Port of Kennewick would apply for the rural county funds, and the City would grant permission to use funds currently allocated for City use for a Port project. The main objective for the City was to site the new police station within that property and for economic development.

Commissioner Delvin said he was fine with the proposal as long as it met the law and he did not have a problem with using the monies for that effort. Chairman Pro Tem Beaver said it was good to see partnerships come together so it met the needs of the community.

Purchase and Sale Agreement with Port of Kennewick – Water Rights Transfer

Matt Rasmussen said he had been working with the Port of Kennewick to transfer water rights out to the Fairgrounds. The Benton County Fairgrounds had been using a surface water pond to provide water for its irrigation system for at least 30 years. However, the County had not officially had a water right for this water. The Port of Kennewick had property available with water rights that it did not need and was willing to transfer a portion of those rights to the County to cover the needs at the Fairgrounds. The water right was being offered for the amount of $10,000.00, which was basically administrative costs. Additionally, the Department of Ecology was agreeable to this and the first step was to get the purchase and sale agreement approved.

MOTION: Commissioner Delvin moved to approve the Purchase and Sale Agreement between Benton County and the Port of Kennewick as presented. Commissioner Small seconded and upon vote, the motion carried.

Income Waiver for Benton County Veteran's Assistance Fund

Kyle Sullivan presented a one-time income waiver request for a veteran to help with costs associated with training to become certified as a backflow assembly tester.

MOTION: Commissioner Delvin moved to approve the income waiver request for Joseph McLitus as presented. Commissioner Small seconded and upon vote, the motion carried.

WA Dept. of Military – Approval of Letter of Agency

Matt Rasmussen said he had been working on this project since at least 2016. The Washington Military Department had requested that Benton County execute a Letter of Agency that would provide the necessary authority they needed to work with local cellular telephone providers, on behalf of Benton County, to complete the work for the statewide enhanced 911 system. It was his recommendation the Board approve the letter.

MOTION: Commissioner Delvin moved to approve the letter of agency as presented. Commissioner Small seconded and upon vote, the motion carried.

Change Order No. 3 – Banlin Construction

Robert Blain presented Change Order No. 3 with Banlin Construction for the Justice Center Plumbing and Water Intrusion project. He said it included several changes to the scope, including a credit and adding 15 days to the contract.

MOTION: Commissioner Delvin moved to approve the Chairman to sign Change Order No. 3 with Banlin Construction LLC for the Justice Center Plumbing and Water Intrusion Project as presented. Commissioner Small seconded and upon vote, the motion carried.

A discussion about the Board organization for 2020 was moved to after the executive session.

Budget and Finance Analyst Position

Linda Ivey and Lexi Wingfield presented the resolutions establishing a Budget and Finance Analyst classification. Ms. Wingfield said the initial idea was to take care of the jail finances, but it would also assist other departments with their finances. Additionally, it was part of the original proposal for the Office of Budget and Finance.

MOTION: Commissioner Delvin moved to approve the resolutions establishing the Budget and Finance Analyst classification, salary grade, and line item transfer as presented. Commissioner Small seconded and upon vote the motion carried.

Manager and Assistant Manager Salary Schedule

Ms. Ivey said the creation of some new positions presented a compression issue on the Manager and Assistant Manager Administrator schedule.

MOTION: Commissioner Delvin moved to authorize the Interim County Administrator to review the salary schedule and present a revised schedule to the Board. Commissioner Small seconded and upon vote, the motion carried.

Jail Investigator Position

Ms. Ivey and Ms. Wingfield presented the resolutions creating the Jail Investigator position, needed with the creation of the newly formed Corrections Department. The position would perform work previously done by detectives in the Sheriff's office. Ms. Ivey said the position would be paid in part by funds from the unfilled Work Crew 6 position and that position would not be filled. Commander Souza said the position would also conduct internal investigations, as well as background investigations on persons being considered by employment.

MOTION: Commissioner Delvin moved to approve the resolutions establishing the Jail Investigator classification, salary grade and line item transfer as presented. Commissioner Small seconded and upon vote, the motion carried.

Other Business

Columbia River Treaty Update

Commissioner Delvin said he attended a town hall meeting and the committee gave an update and took public comment and they were still in the negotiation process.

The Board briefly recessed, reconvening at 9:30 a.m.

Executive Session – Review Performance of Public Employee

The Board went into executive session at 9:30 a.m. for 20 minutes to review the performance of a public employee. Present were Attorney Mike Kitson via/teleconference, Commissioner Shon Small via/teleconference and DPA Ryan Brown and DPA Stephen Hallstrom. The Board came out at 9:48 a.m. and went back into executive session for 15 additional minutes. The Board came out of executive session at 10:00 a.m. Mr. Brown announced that no decisions were made.

Executive Session – Review Performance of Public Employee

The Board went into executive session at 10:00 a.m. with DPA Stephen Hallstrom for 15 minutes to discuss the performance of a public employee. Commissioner Shon Small was present via/teleconference. Also present were Jerrod MacPherson and Lexi Wingfield. The Board came out of executive session at 10:16 a.m. No decisions were made.

MOTION: Commissioner Delvin moved to approve the employment agreement with Jerrod MacPherson. Commissioner Small seconded and upon vote, the motion carried.

Board Assignments

The Board reviewed committee assignments naming Commissioner Beaver as Chairman for 2020. Ms. McKenzie stated she would prepare the resolution for approval at the first meeting in January.

Account Payables

Check Date: 12/11/2019

P-Cards #: 1219
Total all funds: $444,661.97

Payroll

Check Date: 12/10/2019

Payroll Checks
Warrant #: 242325
Total all funds: $5.19

Check Date: 12/11/2019

Payroll Checks
Warrant #: 242326
Total all funds: $865.68

Check Date: 12/16/2019

Payroll Checks
Warrant #: 242327
Direct Deposit #: 149200-149364
Total all funds: $115,244.78

Payroll Deductions/Transfers
Taxes #: 101191216
Total all funds: $33,741.96

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

Resolutions

2019-928: Statement of Work w/ImageSoft for Training Services
2019-929: Appointment of Gareth Nisbett to the Kiona Irrigation District
2019-930: Payment Authorization to Lourdes Hospital for Mental Health Services In the Jail
2019-931: Agreement w/WA Administrative Office of the Courts for Interpreter Reimbursement
2019-932: Award and Contract of Public Works Contract w/Ted Brown Music for Acoustical Treatment in Five Courtrooms at the Justice Center
2019-933: Advertisement of a Request for Qualifications for Architectural and Engineering Services for the Design of the Addition of New Locker Rooms at the Jail

2019-934: Advertisement of a Request for Qualifications for Architectural and Engineering Services for the Design of Building 1 Restroom Project at the Fairgrounds
2019-935: Contract w/Solid Structures for the Badger Mountain Park Storage and Maintenance Building
2019-936: Contract w/Pacific Mobile Structures for Rental & Installation of an Office Trailer for Temporary Locker Rooms for the Jail Facility
2019-937: Line Item Transfer, Fund No. 0000-101, Dept. 136
2019-938: Establishing A Salary Grade and Step Placement for Various Positions Within the Benton County Human Services Department
2019-939: Agreement w/Local 2658B, AFL-CIO Representing Appraisers
2019-940: First Amended Joint County Authority Operating ASO Agreement
2019-941: Agreement w/Service Alternatives for Employment Services
2019-942: Agreement w/Compass Career Solutions for Employment Services
2019-943: Agreement w/PS Technologies for OPD Case Management and Reporting System
2019-944: Award of Sheriff Patrol Vehicle Computer Device Replacements to Wireless Access Technologies
2019-945: Superior Court Public Defense Contract w/Eric Scott
2019-946: Superior Court Conflict & Overflow Public Defense Contract to Michelle Alexander
2019-947: Line Item Transfer, Fund No. 0000-101, Dept. 117
2019-948: Line Item Transfer, Fund No. 0148-101, Dept. No. 122
2019-949: Amending Authorized Payment Amount for One Turnkey Simulcast Site on Red Mountain
2019-950: Adoption of Public Works Department Shop Rate
2019-951: Adoption of Equipment Rental and Revolving Fund Operational Rates or Road Department Vehicles
2019-952: Line Item Transfer, Fund No. 0101-101, Dept. 500
2019-953: Appointing PayneWest Insurance as the Broker/Agent of Record for Insurance Policies and/or Bonds
2019-954: Memorandum of Understanding w/Federal Bureau of Investigation for the Safe Streets Task Force
2019-955: Adopting the Percentage Rates for Salaries, Benefits, and Information Technology Assessments and Budgets for 2020
2019-956: Contract w/Ana Armijo for Interpreter Services
2019-957: Contract w/Columbia Basin Interpreting Translation Services for Interpreter Services
2019-958: Line Item Transfer, Fund No. 0000-101, Dept. 123
2019-959: Authorizing the County to Enter Into an Agreement with an Outside Cybersecurity Contractor
2019-960: Purchase and Sale Agreement With Port of Kennewick – Transfer of Water Rights
2019-961: Executing a Letter of Agency Authorizing WA State Military for Implementation of Enhanced 911 Services
2019-962: Approving Change Order No. 3 with Banlin Construction for Justice Center Plumbing and Water Intrusion Project
2019-963: Establishing a Budget and Finance Analyst Classification Description
2019-964: Establishing a Salary Grade for Budget and Finance Analyst

2019-965: Transfer of Funds – Current Expense 0000-101 Dept. 115 to 107
2019-966: Establishing a Jail Investigator Classification Description
2019-967: Establishing a Salary Grade for Jail Investigator
2019-968: Transfer of Funds within Current Expense Fund 0000-101 Dept. 120
2019-969: Employment Agreement with Jerrod MacPherson as County Administrator

There being no further business before the Board, the meeting adjourned at approximately 10:23 a.m.

_____ _____

Clerk of the Board Chairman

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	January 7, 2020	Execute Contract	___	Consent Agenda	x
Subject:	Declaration of Surplus Property	Pass Resolution	x	Public Hearing	___
		Pass Ordinance	___	1st Discussion	___
By:	L. Roe	Pass Motion	___	2nd Discussion	___
Reviewed By:	B. Chilton	Other	___	Other	___

BACKGROUND INFORMATION

As outlined in Resolution 07-752, County departments request personal property items be declared surplus and be disposed of.

SUMMARY

The Personal Property Manager has determined that the personal property on the attached exhibit can be declared surplus and disposed of accordingly.

L. Roe

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SURPLUS AND DISPOSITION OF PERSONAL PROPERTY, IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, the County's Personal Property Management Policy, Resolution No. 07-752, sets forth the policies and procedures for surplus and disposition of personal property; and

WHEREAS, pursuant to the policy, the Benton County Auditor is the Personal Property Manager for the County; and

WHEREAS, various departments have identified items of personal property for which they are no longer in need; and

WHEREAS, the Personal Property Manager has determined that no other department desires such property and, therefore, recommends the listed property be declared surplus; and

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus the property and the Personal Property Manager may dispose of such in accordance with the Personal Property Management Policy; **NOW, THEREFORE,**

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be disposed of in one of the following manners, as may be determined by the Personal Property Manager depending on final condition assessment: public online auction, sealed bid, private negotiation with another governmental agency, surplus sale, waste disposal, donation to the poor and infirm, or recycled.

Dated this _____day of _____, 2019.

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

L. Roe

SURPLUS

ER&R

- 2015 Ford Explorer (wrecked, will be salvaged if not sold)
  Plate: B0705C
  VEH#:15-01
  VIN# 1FM5K8AR5FGC08818

- 2018 Ford Explorer (wrecked, will be salvaged if not sold)
  Plate: C2473C
  VEH# 18-03
  VIN# 1FM5K8AR1JGB69038

- 2017 Ford Explorer (wrecked, will be salvaged if not sold)
  Plate: B8828C
  VEH# 17-07
  VIN# 1FM5K8AR8HGD26624

IT

- (26) Verizon i-Phones

- (66) Dell Monitors (various sized) Tag #'s 19553, 20182, 20462, 20461, 20785, 18816, 19162, 19198, 19871, 19920, 20384, 20679, 20680, 20683, 21026, 19277, 19375, 18922, 20048, 20054, 20382, 20443, 20444, 20681, 20685, 20686, 21025, 16431, 19253, 19364, 19838, 19866, 19872, 20050, 20051, 20684, 20857, 20906, 20908, 18624, 19254, 19276, 19369, 19617, 19627, 19751, 19753, 19875, 20766, 20886, 20914, 21049, 18626, 19255, 19256, 19377, 19554, 19951, 20019, 20053, 20682, 20887, 20910, 20988, 21050

- (15) Dell PC's Tag #'s 20466, 19560, 19365, 19381, 20057, 20987, 19584, 20129, 20214, 20215, 19373, 19868, 19151, 19629, 19873

- (1) LIVA PC Tag# 20194

- (3) Boxes of assorted USB cables, computer/printer cables, keyboards

- (7) Fujitsu scanners Tag #'s 18780, 20372, 19819, 17913, 17924, 19385, 19828

- (1) Server Tag# 20854

- (3) NetGear switches Tag #'s 18502, 19088

L. Roe

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 1-7-20	**Execute Contract XX**	**Consent Agenda XX**
Subject: LexisNexis contract	**Pass Resolution XX**	**Public Hearing**
	Pass Ordinance	**1st Discussion**
Prepared by: J. Delvin	**Pass Motion**	**2nd Discussion**
Reviewed by:	**Other**	**Other**

BACKGROUND INFORMATION

Pass resolution allowing the Chairman of the Board of Benton County Commissioners to sign the Application and Agreement, Terms and Conditions, Schedule A and Schedule A Free Trial with LexisNexis.

SUMMARY

LexisNexis is a system to be utilized to locate individuals convicted of crimes to allow collection of fines and restitution. This also will assist in locating restitution recipients.

RECOMMENDATION

Recommend pass resolution and sign

FISCAL IMPACT

None, each department has funds allocated for professional services.

MOTION

Move to pass the resolution authorizing the Chairman of the Board of Benton County Commissioners to sign the Application and Agreement, Terms and Conditions, Schedule A and Schedule A Free Trial with LexisNexis .

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE APPLICATION AND AGREEMENT, TERMS AND CONDITIONS, SCHEDULE A AND SCHEDULE A FREE TRIAL BETWEEN LEXIS NEXIS AND BENTON COUNTY CLERK FOR BENTON COUNTY

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the Application and Agreement, Terms and Conditions, Schedule A and Schedule A Free Trial as attached.

Dated this _____day of _____, 20___

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

cc: Auditor,IT
Originals: Clerk

LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations	
Full legal name of agency: Benton County	Main phone number for address*: 509-735-8388 *If this is a cell, additional documents may be required
If this application is for an additional account, Parent account number:	Fax number:
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip): 7122 W Okanogan Pl., Bldg A Kennewick, WA 99336	Previous address if at the current address less than 6 mos:
Website address: www.co.benton.wa.us	External Agency IP Address (https://www.whatismyIP.com):
External Agency IP Range – From:	External Agency IP Range – To:

Agency information:

☐ Federal Government	☐ Federal Law Enforcement	☒ Local/Municipal Government
☐ State Government	☐ State Law Enforcement	☐ Local/Municipal Law Enforcement
☐ Other (please explain):		

Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)	
Product Administrator or Main Contact (first & last name): Josie Delvin	Title: County Clerk
E-Mail Address: josie.delvin@co.benton.wa.us	Admin IP Address:
Required for local and municipal agencies:	
Administrator Home Address (street, city, state, zip): 211 Armistead Ave, Richland, WA 99336	Administrator Date of Birth:

Section III – Billing Information	
Billing Contact (first & last name): check here if same as Administrator ☒	Title:
Billing Address (street, city, state, zip):	Telephone:
E-Mail Address:	Sales Tax Exempt: ☒ No ☐ Yes – please provide proof of exemption
Do you require a PO number on invoice:	
☒ No ☐ Yes If Yes, provide PO Number:	

Section IV – Business-to-Business Vendor Reference	
Required for local and municipal agencies:	
Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section V – Site Visits	
Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:	
Contact Name: Josie Delvin	Contact Phone: 509-735-8388
Contact Email Address: josie.delvin@co.benton.wa.us	

Section VI – Terms and Conditions
Terms and conditions governing the use of the LN Services are available online at http://www.lexisnexis.com/risk/masterterms/government and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature	
I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.	
Applicant Signature:	Date Signed:
Applicant Name:	Title:

NON-FCRA PERMISSIBLE USE CERTIFICATION

Customer (Company) Name:	Benton County		
DBA:			
Address	7122 W. Okanogan Pl., Bldg A	**City, State, Zip:**	Kennewick, WA 99336
Contact Name:	Josie Delvin	**Phone:**	509-735-8388

REQUIRED Please describe your purpose of use: Locate individuals that owe fines and restitution, locate victims to send restitution checks to appropriate address, research individuals for indigency

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: ☐ Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
☐	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
☐	In required institutional risk control programs.
☐	In resolving consumer disputes or inquiries.
☐	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
☐	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
☒	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

☒	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
☐	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— **(A)** to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and **(B)** if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
☒	Use by a government agency, but only in carrying out its functions.

☐	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
☐	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
☐	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
☐	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
☐	For use in providing notice to the owners of towed or impounded vehicles.
☐	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

☐ Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

☐ Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

☐ Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☒	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

☒	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☒	Other uses similar to those described above. Describe your use: Locate individuals convicted of crimes that owe fines
and/or restitution	

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

☐ Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.

☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☒	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

☒	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☒	Other uses similar to those described above. Describe your use: Searching for individuals convicted of crimes that owe fine and/or restitution

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

☒ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.

b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.

c. **DMF:** The federal Death Master File.

d. **NTIS:** National Technical Information Service, U.S. Department of Commerce

e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.

f. **Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

☐ **Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☐ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

☐ Fraud Prevention and identity verification purposes

☐ For uses permitted or required by law
☐ For uses permitted or required by governmental rules
☐ For uses permitted or required by regulation
☐ For uses necessary to fulfill or avoid violating fiduciary duties

and

(b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree to follow the Flow-down Agreement Terms and Conditions found at www.lexisnexis.com/risk/DMFDocuments, which are incorporated into this Certification by reference.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

LexisNexis Master Terms & Conditions - Government

These LexisNexis Master Terms & Conditions - Government (the "**Master Terms**") are entered into as of 12-17-19 (the "**Effective Date**"), by and between **LexisNexis Risk Solutions FL Inc.** ("**LNRSFL**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and **Benton County** ("**Customer**"), with its principal place of business located at 7122 W. Okanogan Pl., Bldg A, Kennewick, WA 993336, each individually referred to as the "**Party**" and collectively as the "**Parties.**" These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LN Services under these Master Terms (collectively referred to as "**LN**").

WHEREAS, LNRSFL (or an Affiliate identified on a separate Schedule A) is the provider of certain data products, data applications and other related services (the "**LN Services**"); and

WHEREAS, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN's capabilities; and

WHEREAS, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

NOW, THEREFORE, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. **SCOPE OF SERVICES/CUSTOMER CREDENTIALING.** Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services (each, a "**Schedule A**"), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean these Master Terms plus the applicable addendum or addenda. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. The foregoing shall also apply to the addition of Customer's individual locations and/or accounts.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) GLBA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "**GLBA**"), and is regulated by the GLBA ("**GLBA Data**"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and is regulated by the DPPA ("**DPPA Data**"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(v) FCRA Services. If a Customer desires to use a product described in a Schedule A as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

(vi) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "**QA Data**"). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(viii) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: www.lexisnexis.com/terms/risksupp, Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the LN Services, Customer agrees to comply with the Terms and Conditions contained at: http://www.lexisnexis.com/terms/general.aspx (the "**L&P Terms**"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(ix) MVR Data. If Customer is permitted to access Motor Vehicle Records ("**MVR Data**") from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

(a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
(b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
(c) Upon advanced written notice to Customer, LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) HIPAA. Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xi) Economic Sanctions Laws. Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN Services to any individuals identified on OFAC's list of Specially Designated Nationals ("**SDN List**"), the UK's HM Treasury's Consolidated List of CSanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

(xii) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii) Software. To the extent that Customer is using software provided by LN ("**Software**"), whether hosted by LN or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "**User IDs**") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost,

stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse LN for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the LN Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "**AS IS**". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. The fees listed on a Schedule A may be updated from time-to-time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY**. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall promptly notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, the LN Services, and other business information ("**Confidential Information**"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "**Trade Secret**" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth under

applicable law. Each receiving party ("**Receiving Party**") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall pay LN the fees described on the applicable Schedule A. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise obtained through Customer's User IDs, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees. Payments must be received by LN within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** These Master Terms are for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "**Term**"); provided, however, that any term provided on a Schedule A (the "**Schedule A Term**") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Either party may terminate these Master Terms at any time for any reason, except that Customer shall not have the right to terminate these Master Terms to the extent a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment.

11. **GOVERNING LAW.** In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles. If the Customer is not a government agency, these Master Terms shall be governed by the laws of the State of Georgia, irrespective of conflicts of law principles.

12. **ASSIGNMENT**. Neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY.** Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by use of the

LN Services. If, notwithstanding the foregoing, liability can be imposed on LN, Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under these Master Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of fees actually paid by Customer to LN under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER.

15. **INDEMNIFICATION.** To the extent permitted by applicable law, Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to any third-party claim based upon (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in these Master Terms; and (c) any Security Event. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services, when used in accordance with these Master Terms, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate these Master Terms and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews and/or audits of Customer's use of the LN Services. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER INFORMATION.** Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("**FDCPA**") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement. Customer shall notify LN

immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing service, LN may terminate this agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the LN Services. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" (**"Principles"**), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx.

24. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. **FORCE MAJEURE**. The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Master Terms (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL and/or by one of its Affiliates, as further detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.

27. **CUSTOMER SUBSIDIARIES**. LN may provide the LN Services to Customer's wholly owned subsidiaries (**"Subsidiaries"**), in LN' sole discretion, subject to the Subsidiaries' completion of LN's credentialing process and any applicable paperwork. Customer assumes full responsibility for such Subsidiaries.

28. **MISCELLANEOUS**. If any provision of these Master Terms or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of these Master Terms shall remain in full force and effect. The failure or delay by LN in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.

29. **ENTIRE AGREEMENT.** Except as otherwise provided herein, these Master Terms constitute the final written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services. These Master Terms shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of these Master Terms. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Master Terms shall, with respect to the LN Services and all matters within the scope of these Master Terms, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. These Master Terms can be executed in counterparts, and faxed or electronic signatures will be deemed originals.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am executing these Master Terms as the authorized representative of Customer and that I have direct knowledge of and affirm all facts and representations made above.

CUSTOMER:

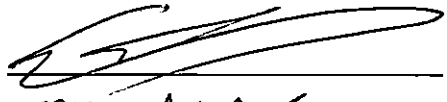
Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

Approved as to form:

Signature: 

Name: Eric Andrews

Date: 9/5/19

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: **Benton County**
Billgroup #:
LN Account Manager: **Timothy D. Rhinehart**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning March 1, 2020 and ending February 28, 2021 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user): Includes Real Time Phones.	**$110.00**
Premium Features:	
Total Monthly User Fees (per user):	**$110.00**
Minimum Number of Users	**5**
Total Monthly Minimum Amount	**$550.00**

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month.
2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Records
Dun & Bradstreet Search

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of $550.00.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **January 7, 2020**.

4. CONFIDENTIAL INFORMATION
This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Benton County

Signed: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Signed: _____

Name: Erin Adkins

Title: Civil Deputy Prosecutor

Date: 12/13/19

Customized Schedule A
Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Accurint for Government

(Updated September 5, 2019)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID	$0.00
Business InstantID & FraudDefender	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00
Criminal Records	$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service (charged per search) (not discountable)	$5.00
Driver Licenses	$0.00
Dun & Bradstreet (not discountable)	$0.25
Dun & Bradstreet Global Market Identifiers Search	$3.75
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Civil Court Records Search (charged per search)	$2.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
InstantID Consumer Search	$0.00
InstantID Consumer & FraudDefender Search	$0.00
Internet Domains	$0.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	$87.50
-Canvassing Up To 5 Custodians (not discountable)	$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	$10.00
-Chronological Sorting (charged per page) (not discountable)	$0.03
-Pagination Only (charged per page) (not discountable)	$0.10
-Research And Identify Custodial Location	$0.00
- Long distance charges, phone charges, initial and follow up calls	$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	$0.00
-Deliver Notice To All/3rd Party Notices	$0.00
-Serve Subpoena To Custodian Of Record	$0.00
-Pick-Up Scheduling And Two (2) Field Trips	$0.00
-Mileage	$0.00
-Return Record Review For Completeness And Legibility	$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Rush Fee (One Way) (not discountable)	$25.00
-Witness Fee (Pass Through Fees May Be Charged)	$0.00
-Deposition Trip Fee (not discountable)	$20.00
-Deposition Certification Fee (not discountable)	$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	$0.00
-Hard Copy Per Page, Authorization (not discountable)	$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	$0.00
-X-Ray Duplication (not discountable)	$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	$0.00
-Phone Charges	$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	$0.00
-Record Receipt And Review (QA)	$0.00
-Electronic Posting Of Record, Per Page	$0.00
-Hospital Charting (charged per page) (not discountable)	$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
OSHA Investigative Reports Search	$1.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00
-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	See Section 2.1
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
SEC Filings Search	$3.50
Sexual Offenders (Report Included)	$0.00
SIRIS	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report (charged per search)	$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And	$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	
Government Location Report (charged per search)	$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	$0.00
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.00
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.00
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90
Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 12, 2019

LexisNexis Risk Solutions

SCHEDULE A FREE TRIAL
Accurint for Government

Customer Name: **Benton County**
Billgroup #:
LN Account Manager: **Timothy D. Rhinehart**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

The parties agree that the LN Services provided herein are provided in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby recognized and agreed upon.

1. SCHEDULE A TERM
The free trial of the LN Services will begin upon LN's activation of the Customer's account and will end after: (i) 30 days; or (ii) 2,000 online clicks, whichever occurs first ("Trial Term"). Either party may, at any time, terminate this Schedule A by providing written notice to the other party to that effect.

2. FEES
During the Trial Term, LN agrees to waive the applicable charges for Customer's use of the LN Services.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **January 7, 2020**.

4. CONFIDENTIAL INFORMATION
This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Benton County

Signed: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Signed: _____

Name: Eric Andrews

Title: Civil Deputy Prosecutor

Date: 12/13/19

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE ORGANIZATION OF BENTON COUNTY COMMISSIONERS FOR THE YEAR 2020

BE IT HEREBY RESOLVED that the following constitutes the organization of the Benton County Commissioners and staff for the Year 2020 effective upon execution of this resolution.

CHAIRMAN OF THE BOARD ..... James Beaver

CHAIRMAN PRO TEM ..... Jerome Delvin

COUNTY ADMINISTRATOR ..... Jerrod MacPherson

CLERK OF THE BOARD ..... Cami McKenzie
..... Marilu Flores, Alt.

BENTON COUNTY ENGINEER ..... Matt Rasmussen, PE

BENTON COUNTY PEST BOARD SUPERINTENDENT ..... Frank Wolf

BENTON COUNTY WSU EXTENSION DIRECTOR ..... Gwen-Alyn Hoheisel

ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE ..... Brenda Chilton
..... Shyanne Palmus

BI-PIN ..... Jerrod MacPherson
Jerry Hatcher, Alt.

BENTON-FRANKLIN REGIONAL REVOLVING LOAN FUND BOARD ..... James Beaver
..... Jerome Delvin, Alt.

BEN FRANKLIN TRANSIT BOARD ..... Shon Small
..... James Beaver, Alt.

BENTON CITY LIBRARY CAPITAL FACILITIES AREA BOARD ..... Jerome Delvin
..... Shon Small
..... James Beaver

BENTON CLEAN AIR AUTHORITY ..... James Beaver
..... Jerome Delvin, Alt.

BENTON COUNTY EMERGENCY SERVICES BOARD ..... Jerome Delvin
..... Jerrod MacPherson, Alt.

BENTON COUNTY FINANCE COMMITTEE (rotate w/chair) ..... James Beaver

BENTON COUNTY HISTORICAL PRESERVATION COMMITTEE.....Shyanne Palmus

BENTON COUNTY LEOFF DISABILITY BOARD.....Shon Small

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS ..... James Beaver
.....Shon Small, Alt.

BENTON-FRANKLIN LAW LIBRARY BOARD.....Jerome Delvin

BI-COUNTY HEALTH BOARD .....Shon Small
James Beaver
Jerome Delvin

CONSOLIDATED JUVENILE SERVICES BOARD.....Shon Small

COLUMBIA REGIONAL ECONOMIC DEVELOPMENT TRUST (CREDIT) ..... James Beaver

ENERGY COMMUNITIES ALLIANCE.....Jerome Delvin
..... Adam Fyall, Alt.

GREATER COLUMBIA BEHAVIORAL HEALTH (ASO).....Shon Small
Kyle Sullivan, Alt.

HANFORD ADVISORY BOARD .....Bob Suyama
.....Larry Lockrem, Alt.

HANFORD AREA ECONOMIC INVESTMENT FUND COMMITTEE…. ..... James Beaver

HANFORD COMMUNITIES..... Governing Board – Jerome Delvin
.....Administrative Board – Adam Fyall

HOMELESS HOUSING ..... Kyle Sullivan

HUMAN SERVICES ADMINISTRATOR ..... Kyle Sullivan

METRO .....Shon Small
..... Jerrod MacPherson, Alt.

NATIONAL ASSOCIATION OF COUNTIES (NACo).....Jerome Delvin

PARK BOARD ..... Adam Fyall

PROSSER ECONOMIC DEVELOPMENT ASSOCIATION (ex-officio).....Shon Small

SOLID WASTE ADVISORY COMMITTEE .....Shon Small
Blanca Parham, Alt.

TRI-CITIES RIVERSHORE ENHANCEMENT COMMITTEE (TREC)
..... Strategic Committee – Adam Fyall
..... Technical Committee – Shyanne Palmus

cc: website

TRI-CITY REGIONAL CHAMBER OF COMMERCE (ex-officio) ..... James Beaver

TRI-CITY VISITOR & CONVENTION BUREAU..... James Beaver

TRI-COUNTY METROPOLITAN TRANSPORTATION.....Jerome Delvin
James Beaver, Alt.

TRIDEC..... James Beaver
Jerome Delvin, Alt.

WASHINGTON COUNTIES INSURANCE FUND .....Jerome Delvin
Lexi Wingfield, Alt.

WASHINGTON STATE ASSOCIATION OF COUNTIES (WSAC)
Legislative Steering Committee (LSC) TRANSPORTATION ASSOCIATION.....Jerome Delvin
Board of Directors..... James Beaver
Columbia River Caucus.....Jerome Delvin

WEST RICHLAND AREA CHAMBER OF COMMERCE.....Jerome Delvin

WORKFORCE DEVELOPMENT COUNCIL..... James Beaver
Shon Small, Alt.

YAKIMA FISH & WILDLIFE RECOVERY BOARD .....Jerome Delvin
Adam Fyall, Alt.

YAKIMA BASIN INTEGRATED PLAN.....Jerome Delvin
Adam Fyall, Alt.

Dated at Prosser, Washington, this _____ day of January 2020.

_____
Chairman

ATTEST:

_____
Chairman Pro-Tem

_____
Clerk of the Board

_____
Member

Constituting the Board of
Benton County Commissioners

cc: website

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROVIDING A NON-BARGAINING GENERAL INCREASE OF WAGES FOR THE YEAR 2020

WHEREAS, the Board of Benton County Commissioners has judged it is in the best interest of the County to increase the Non-Bargaining Salary Schedule by 2.5% effective January 1, 2020; **NOW THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners has deemed it appropriate to grant a general increase of 2.5% to current regular Non-Bargaining employees, effective January 1, 2020, on the salary schedule developed for Non-Bargaining personnel attached hereto as Exhibit A; and,

BE IT FURTHER RESOLVED, that a listing of regular Non-Bargaining classifications have been set forth in resolutions and/or the 2019-20 approved County budget; and,

BE IT FURTHER RESOLVED, that provisions in any prior resolution on this subject, are superseded by similar provisions in this Resolution and this Resolution may be rescinded or modified, at the sole discretion of the Board of Benton County Commissioners without notification; and,

BE IT FURTHER RESOLVED, that salary/wage rates and/or benefits concluded, by the Board of Benton County Commissioners, during 2020 at the sole discretion of the Board, may be effective January 1, 2020 or any other date in 2020 for the Non-Bargaining employees or other labor units; and,

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

BE IT FURTHER RESOLVED, in the event of a conflict with prevailing law, law shall prevail.

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

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: Elected Officials, Department Heads, Payroll, and HR

IVEY

2020 SALARY SCHEDULE

BENTON COUNTY NON-BARGAINING
EXHIBIT A

GRADE	STEPS in $..... A	B	C	D	E	F	G	H	I
27	8766	8941	9254	9578	9913	10260	10619	10991	11376
26	8349	8516	8814	9122	9441	9771	10113	10467	10833
25	7950	8109	8393	8687	8991	9306	9632	9969	10318
24	7572	7723	7993	8273	8563	8863	9173	9494	9826
23	7212	7356	7613	7879	8155	8440	8735	9041	9357
22	6868	7005	7250	7504	7767	8039	8320	8611	8912
21	6540	6671	6905	7147	7397	7656	7924	8201	8488
20	6230	6355	6577	6807	7045	7292	7547	7811	8084
19	5933	6052	6264	6483	6710	6945	7188	7440	7700
18	5650	5763	5965	6174	6390	6614	6845	7085	7333
17	5381	5489	5681	5880	6086	6299	6519	6747	6983
16	5125	5228	5411	5600	5796	5999	6209	6426	6651
15	4881	4979	5153	5333	5520	5713	5913	6120	6334
14	4648	4741	4907	5079	5257	5441	5631	5828	6032
13	4427	4516	4674	4838	5007	5182	5363	5551	5745
12	4217	4301	4452	4608	4769	4936	5109	5288	5473
11	4017	4097	4240	4388	4542	4701	4866	5036	5212
10	3825	3902	4039	4180	4326	4477	4634	4796	4964
9	3643	3716	3846	3981	4120	4264	4413	4567	4727
8	3470	3539	3663	3791	3924	4061	4203	4350	4502
7	3305	3371	3489	3611	3737	3868	4003	4143	4288
6	3148	3211	3323	3439	3559	3684	3813	3946	4084
5	2997	3057	3164	3275	3390	3509	3632	3759	3891
4	2855	2912	3014	3120	3229	3342	3459	3580	3705
3	2720	2774	2871	2971	3075	3183	3294	3409	3528
2	2590	2642	2734	2830	2929	3032	3138	3248	3362
1	2468	2517	2605	2696	2790	2888	2989	3094	3202

cc: All Benton County Elected Officials, Payroll, Personnel, and Stephen Hallstrom

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROVIDING ADMINISTRATORS, MANAGERS, AND ASSISTANT MANAGERS A GENERAL INCREASE OF WAGES FOR THE YEAR 2020

WHEREAS, the Board of Benton County Commissioners has judged it is in the best interest of the County to increase the Administrators, Managers, and Assistant Managers Salary Schedule by 2.5% effective January 1, 2020; **NOW THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners adopt the attached salary schedule for specific administrators, managers and assistant managers as attached in Exhibit A; and,

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners has deemed it appropriate to grant a general increase of 2.5% to current Administrators, Managers, and Assistant Managers, effective January 1, 2020, on the salary schedule developed for Administrators, Managers, and Assistant Managers attached hereto as Exhibit A; and,

BE IT FURTHER RESOLVED, that if the employee moved grades or steps, their date of next review be reset; and,

BE IT FURTHER RESOLVED, that a listing of Administrators, Managers, and Assistant Managers classifications have been set forth in resolutions and/or the 2019-20 approved County budget; and,

BE IT FURTHER RESOLVED, that provisions in any prior resolution on this subject, are superseded by similar provisions in this Resolution and this Resolution may be rescinded or modified, at the sole discretion of the Board of Benton County Commissioners without notification; and,

BE IT FURTHER RESOLVED, that salary/wage rates and/or benefits concluded, by the Board of Benton County Commissioners, during 2020 at the sole discretion of the Board, may be effective January 1, 2020 or any other date in 2020 for the Administrators, Managers, and Assistant Managers or other labor units; and,

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

BE IT FURTHER RESOLVED, in the event of a conflict with prevailing law, law shall prevail.

cc: Elected Officials, Department Heads, Payroll, and HR

IVEY

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

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Elected Officials, Department Heads, Payroll, and HR

IVEY

2020 SALARY SCHEDULE

EXHIBIT A

GRADE	A	B	C	D	E
13	9839	10331	10848	11390	11960
12	9370	9839	10331	10848	11390
11	8924	9370	9839	10331	10848
10	8499	8924	9370	9839	10331
9	8094	8499	8924	9370	9839
8	7709	8094	8499	8924	9370
7	7342	7709	8094	8499	8924
6	6992	7342	7709	8094	8499
5	6659	6992	7342	7709	8094
4	6342	6659	6992	7342	7709
3	6040	6342	6659	6992	7342
2	5752	6040	6342	6659	6992
1	5478	5752	6040	6342	6659

Job Title	Grade	Placement
Deputy Administrator	13	13D
OPD Manager	13	13E
Public Works Administrator	13	13D
Jail Commander	13	13B
County Engineer	11	NA
Public Works Manager	11	11B
IT Manager	10	10E
Chief Staff Defender	10	10A
Jail Captain	10	10B
Finance Manager	9	9D
Human Services Manager	8	8E
HR Manager	8	8A
Planning Manager	8	8C
IT Assistant Manager	7	7C
Facilities Manager	6	6A
Building Manager	6	6E
Assistant Finance Manager	6	6D
Sustainable Development Manager	5	5E
Assistant Planning Manager	5	NA
Assistant HR Manager	5	5A

cc: Payroll, HR, and Stephen Hallstrom

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: January 7, 2020 **Subject:** 2020 Historic Preservation Grant – Fire District #4 **Prepared by:** Shyanne Palmus **Reviewed by:** Adam Fyall	**Execute Contract** **Pass Resolution** **Pass Ordinance** **Pass Motion** **None**	**X** **X**	**Consent Agenda** **Public Hearing** **1st Discussion** **2nd Discussion** **Other**	**X**

SUMMARY

The 2020 Historic Preservation Grant RFP was opened September 2, 2019 and closed September 27, 2019. The RFP received nine (9) proposals, with all funding requests totaling $91,956.97 for the 2020 grant. The available yearly budget for the Historic Preservation Grant is $50,000. Each year, the County calls upon its review committee to determine recommended funding for Board of Commissioners approval. This years' committee included three (3) County personnel and two (2) knowledgeable and engaged citizens.

The Benton County Fire District #4 (BCFD #4) Firefighters Association is currently restoring the very first fire engine for the former Enterprise Volunteer Fire Department and the current Benton Co. Fire Protection District #4 , West Richland. The fire engine is a 1942 Ford Class 325 1 ½ ton Fire Truck that was purchased through surplus from the Hanford Site. This piece of fire apparatus has a unique and shared history for both the Hanford Site and City of West Richland. Members of the BCFD4 Firefighters Association are doing a complete restoration of the fire engine to reflect the period of acquisition from the Atomic Energy Commission (AEC) in 1953.

Expense Category	Awarded Amount ($)
Engine and Transmission Rebuild	1,000.00
Bodywork	1,000.00
Tires	1,094.85
Chassis Repair	1,000.00
Interior Work	1,295.66
Paint and Primer	111.96
Replacement Windows	500.00
Firefighting Equipment	1,302.50
Fire Pump Refurbishment	1,000.00
Fire Engine Body	2,000.00
TOTAL	**$ 10,304.97**

BACKGROUND INFORMATION

RCW 36.22.170 states that one dollar of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. In the past, the County Commissioners appointed Benton County Treasurer, Duane Davidson, to facilitate and approve Benton County Historic Preservation Grant applications. Since Mr. Davidson's departure, the program has been in the care of the Sustainable Development Department. During this transition, a grant funding cycle was skipped (2017). In previous years, the grants were funded June-July rather than on the calendar year. To reset the timeline, a grant cycle had to be skipped.

RECOMMENDATION

Approve the attached resolution and grant agreement for the Fire Protection District 4 Firefighters Association's Restoration of District #4's First Fire Engine.

FISCAL IMPACT

$10,304.97 from the Historical Preservation Fund 0157-101

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE FIRE PROTECTION DISTRICT 4 FIREFIGHTERS ASSOCIATION'S RESTORATION OF DISTRICT #4'S FIRST FIRE ENGINE PROJECT

WHEREAS, RCW 36.22.170 states that one dollar of a document recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County and the Board of Commissioners is supportive of funding historic preservation projects as solicited from qualified non-profit organizations and government entities; and

WHEREAS, the Historic Preservation Advisory Committee, established by the Board of Benton County Commissioners in 2008, has reviewed all applications; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Advisory Committee's recommendation, and approves funding of the Fire Protection District 4 Firefighters Association's Restoration of District #4's First Fire Engine project as described in the attached agreement, in the amount not to exceed $10,304.97; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the County Auditor's Office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached funding agreement; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2020 and expire December 31, 2020.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest .....
Clerk of the Board

Cc: Auditor; Treasurer; PA – Contract Compliance; Fire District #4 S Palmus

BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "GRANTOR"), and FIRE PROTECTION DISTRICT 4 FIREFIGHTERS ASSOCIATION, a Washington Public Charity, with its principal offices at 2604 Bombing Range Road, West Richland, Washington, 99353 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.

3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of $10,304.97 provided by this Agreement and as outlined in the following exhibits, attached hereto:

   A. Exhibit "A" Restoration of District #4's First Fire Engine, and

   B. Exhibit "B" Restoration Plan

4. INDEMNIFICATION. The GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees

incurred by GRANTOR, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, GRANTEE specifically agrees to indemnify and hold harmless GRANTOR from any and all bodily injury claims brought by GRANTEE's agents, officers, employees or volunteers and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against GRANTOR; PROVIDED, however this paragraph does not purport to indemnify GRANTOR against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of GRANTOR, its elected officials, officers, employees or agents.

5. MONITORING AND EVALUATION. GRANTEE agrees to cooperate and participate in GRANTOR's historic preservation grant program monitoring and evaluation process. Monitoring and evaluation procedures and/or reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and/or evaluation site visits; HOWEVER, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as is deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, and audit by GRANTOR or its designee.

6. NON-DISCRIMINATION.

   GRANTOR is an equal opportunity employer.

   GRANTEE agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in:

   A. Any terms or conditions of employment; and

   B. Denying any individual the opportunity to participate in any program provided by the Agreement.

7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached application materials submitted by GRANTEE.

8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2020 and shall expire December 31, 2020. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance with the proposal set forth by GRANTEE in the application materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

   A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.

   B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.

   C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.

   D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE’s obligation under this section shall survive termination of this Agreement.

9. RETURN OF UNSPENT GRANT FUNDS. In the event that any of the grant funds advanced to the GRANTEE remain unspent upon expiration of this Agreement, the GRANTEE undertakes to return such funds to GRANTOR within thirty (30) days of termination of the project, within the timeframe specified in the GRANTEE’s application materials. If no time frame is specified, GRANTEE shall return remaining unspent funds within one year from receipt of funds.

10. MODIFICATION. Either party may request changes to this Agreement, however, no changes or amendments to this Agreement shall be valid and binding unless such change or amendment is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of the terms of this Agreement, or in the event that this Agreement is terminated in whole or in part for any reason other than completion of this Agreement, GRANTEE shall submit within ninety (90) days after the date of expiration of this Agreement, all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTEE or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

This Agreement and Exhibits are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood by each party hereto that this Agreement and Statement of Work shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue shall be Benton County, Washington.

DATED this ___ day of _____, 2020.

GRANTOR:
BENTON COUNTY

_____
Shon Small, Chairman
Board of County Commissioners

Approved as to Form:

_____
Deputy Prosecuting Attorney

GRANTEE:
FIRE PROTECTION DISTRICT 4 FIREFIGHTERS ASSOCIATION

Amie Green
Signature

Amie Green
Name

Treasurer/Secretary
Title

Exhibit "A"
Restoration of District #4's First Fire Engine

Expense Category	Awarded Amount ($)
Engine and Transmission Rebuild	1,000.00
Bodywork	1,000.00
Tires	1,094.85
Chassis Repair	1,000.00
Interior Work	1,295.66
Paint and Primer	111.96
Replacement Windows	500.00
Firefighting Equipment	1,302.50
Fire Pump Refurbishment	1,000.00
Fire Engine Body	2,000.00
TOTAL	**$ 10,304.97**

SCOPE OF WORK:

The Benton County Fire District #4 (BCFD #4) Firefighters Association is currently restoring the very first fire engine for the former Enterprise Volunteer Fire Department and the current Benton Co. Fire Protection District #4 , West Richland. The fire engine is a 1942 Ford Class 325 1 ½ ton Fire Truck that was purchased through surplus from the Hanford Site. This piece of fire apparatus has a unique and shared history for both the Hanford Site and City of West Richland. Members of the BCFD4 Firefighters Association are doing a complete restoration of the fire engine to reflect the period of acquisition from the Atomic Energy Commission (AEC) in 1953. Overall, the truck is in good shape for it's age. However, full restoration will require significant work. The engine needs to be worked on to get it back to running order, extensive bodywork and painting needs to be done, work is required on the interior, mechanical parts need to be addressed, and the fire engine body will require fabrication. This project will be conducted in phases as outlined in the attached restoration plan.

Exhibit "B"
Restoration Plan

Phase 1 – Mechanical

a) Change out all fluids
b) Get motor to start and run
c) Service transmission
d) Replace brake system
e) Replace brake pads
f) Rewire engine

Phase 2 – Interior of Cab

a) Remove and restore gas tank
b) Reupholster seating
c) Refurbish speedometer and gauge cluster
d) Replace throttle/lights/choke controls
e) Get cab vent to open
f) Replace floor panels and transmission cover
g) Replace and repair door equipment
h) Install new headliner and kickboards

* Interior of cab will be painted Olive Drab

Phase 3 – Cab/Exterior

a) Remove fenders, hood, and front clip
b) Remove front bumper
c) Remove fire pump
d) Strip/remove paint and rust-treat cab exterior, fenders, hood, and front clip
e) Paint exterior
f) Reinstall front clip and fenders
g) Reattach and rewire lights
h) Install cab and door glass with seals

*Engine compartment will be painted Olive Drab
* Exterior of truck will be painted IH-2150 Red

Phase 4 – Fire Pump

a) Disassemble fire pump
b) Refurbish discharge gauge
c) Acquire and install suction gauge
d) Repair valves
e) Replace pump packing
f) Install auxiliary cooler vale and line
g) Paint fire pump
h) Reinstall pump on to pump chassis
i) Lubricate fire pump

*Pump will be painted IH-2150 RED

Phase 5 – Fire Engine Body

a) Fabricate wooden fire deck
b) Install fire deck onto chassis
c) Fabricate water tank/hose bed
d) Attach water tank/hose bed to fire deck
e) Attach booster hose reels to top of water tank
f) Plumb fire pump to water tank and hose reels
g) Install rear step and rear storage box assembly
h) Fabricate front storage boxes
i) Install front storage boxes to underside of fire deck
j) Paint fire body
    *Interior of storage boxes shall be painted Olive Drab
    *Fire engine body exterior shall be painted IH-2150 Red

Phase 6 – Electrical

a) Rewire electrical accessories
b) Install siren-lite on driver's side fender
c) Install rec warning beacon on top of cab
d) Repair and reinstall cab spotlights
e) Install rear hose bed spotlights
f) Install rear warning flashers
g) Rewire brake lights

Phase 7 – QA Check

a) Test verification of motor
b) Check of vehicle lights
c) Check of emergency lights and siren
d) Brake check
e) Drive test
f) Pump test
    *Attain top speed of 45 m.p.h.
    *Pump must flow 300 g.p.m. at 150 p.s.i. for 30 minutes

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: January 7, 2020 **Subject:** 2020 Historic Preservation Grant – Benton County Museum & Historical Society **Prepared by:** Shyanne Palmus **Reviewed by:** Adam Fyall	**Execute Contract** X **Pass Resolution** X **Pass Ordinance** **Pass Motion** **None**	**Consent Agenda** X **Public Hearing** **1st Discussion** **2nd Discussion** **Other**

SUMMARY

The 2020 Historic Preservation Grant RFP was opened September 2, 2019 and closed September 27, 2019. The RFP received nine (9) proposals, with all funding requests totaling $91,956.97 for the 2020 grant. The available yearly budget for the Historic Preservation Grant is $50,000. Each year, the County calls upon its review committee to determine recommended funding for Board of Commissioners approval. This years' committee included three (3) County personnel and two (2) knowledgeable and engaged citizens.

The Benton County Museum & Historical Society is requesting funds for the following items:

Expense Category	Awarded Amount ($)
Extra large wallpaper photo murals (2)	3,000.00
Wallpaper photo mural installation	750.00
Custom shelving for Shrub Steppe Exhibit	1,250.00
Historic photo enlargements on foam board	750.00
Prosser Record-Bulletin storage shelf	1,750.00
Historic quilt repair and stabilization	1,000.00
TOTAL	**$ 8,500.00**

Additional information regarding this project can be found in Exhibit A of the attached agreement.

BACKGROUND INFORMATION

RCW 36.22.170 states that one dollar of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. In the past, the County Commissioners appointed Benton County Treasurer, Duane Davidson, to facilitate and approve Benton County Historic Preservation Grant applications. Since Mr. Davidson's departure, the program has been in the care of the Sustainable Development Department. During this transition, a grant funding cycle was skipped (2017). In previous years, the grants were funded June-July rather than on the calendar year. To reset the timeline, a grant cycle had to be skipped.

RECOMMENDATION

Approve the attached resolution and grant agreement for the Benton County Museum & Historical Society's Textile Repair, Document Storage, and Exhibit Construction and Improvements project.

FISCAL IMPACT

$8,500.00 from the Historical Preservation Fund 0157-101

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE BENTON COUNTY MUSEUM AND HISTORICAL SOCIETY'S TEXTILE REPAIR, DOCUMENT STORAGE, EXHIBIT CONSTRUCTION AND IMPROVEMENTS PROJECT

WHEREAS, RCW 36.22.170 states that one dollar of a document recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County and the Board of Commissioners is supportive of funding historic preservation projects as solicited from qualified non-profit organizations and government entities; and

WHEREAS, the Historic Preservation Advisory Committee, established by the Board of Benton County Commissioners in 2008, has reviewed all applications; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Advisory Committee's recommendation, and approves funding of the Benton County Museum and Historical Society's Textile Repair, Document Storage, Exhibit Construction and Improvements project as described in the attached agreement, in the amount not to exceed $8,500.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the County Auditor's Office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached funding agreement; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2020 and expire December 31, 2020.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest .....
Clerk of the Board

Cc: Auditor; Treasurer; PA – Contract Compliance; Benton County Museum & Historical Society S Palmus

BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "GRANTOR"), and BENTON COUNTY MUSEUM AND HISTORICAL SOCIETY, a Washington Public Benefit Corporation, with its principal offices at 1000 Paterson Road, Prosser, WA 99350 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.

3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of $8,500.00 provided by this Agreement and as outlined in the following exhibits, attached hereto:

   A. Exhibit "A" Textile Repair, Document Storage, Exhibit Construction, and Improvements

4. INDEMNIFICATION. The GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by GRANTOR, its elected officials, officers, employees, and agents in defense thereof, asserting or

arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, GRANTEE specifically agrees to indemnify and hold harmless GRANTOR from any and all bodily injury claims brought by GRANTEE's agents, officers, employees or volunteers and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against GRANTOR; PROVIDED, however this paragraph does not purport to indemnify GRANTOR against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of GRANTOR, its elected officials, officers, employees or agents.

5. MONITORING AND EVALUATION. GRANTEE agrees to cooperate and participate in GRANTOR's historic preservation grant program monitoring and evaluation process. Monitoring and evaluation procedures and/or reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and/or evaluation site visits; HOWEVER, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as is deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, and audit by GRANTOR or its designee.

6. NON-DISCRIMINATION.

   GRANTOR is an equal opportunity employer.

   GRANTEE agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in:

   A. Any terms or conditions of employment; and

   B. Denying any individual the opportunity to participate in any program provided by the Agreement.

7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached application materials submitted by GRANTEE.

8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2020 and shall expire December 31, 2020. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance

with the proposal set forth by GRANTEE in the application materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.

B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.

C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.

D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE's obligation under this section shall survive termination of this Agreement.

9. RETURN OF UNSPENT GRANT FUNDS. In the event that any of the grant funds advanced to the GRANTEE remain unspent upon expiration of this Agreement, the GRANTEE undertakes to return such funds to GRANTOR within thirty (30) days of termination of the project, within the timeframe specified in the GRANTEE's application materials. If no time frame is specified, GRANTEE shall return remaining unspent funds within one year from receipt of funds.

10. MODIFICATION. Either party may request changes to this Agreement, however, no changes or amendments to this Agreement shall be valid and binding unless such change or amendment is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of the terms of this Agreement, or in the event that this Agreement is terminated in whole or in part for any reason other than completion of this Agreement, GRANTEE shall submit within ninety (90) days after the date of expiration of this Agreement, all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTEE or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

This Agreement and Exhibits are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood by each party hereto that this Agreement and Statement of Work shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue shall be Benton County, Washington.

DATED this ___ day of _____, 2020.

GRANTOR:
BENTON COUNTY

Shon Small, Chairman
Board of County Commissioners

Approved as to Form:

Deputy Prosecuting Attorney

GRANTEE:
BENTON COUNTY MUSEUM AND HISTORICAL SOCIETY

Signature

Alys Means
Name

Museum Director - Curator
Title

Exhibit "A"
Textile Repair, Document Storage, Exhibit Construction, and Improvements

Expense Category	Awarded Amount ($)
Extra large wallpaper photo murals (2)	3,000.00
Wallpaper photo mural installation	750.00
Custom shelving for Shrub Steppe Exhibit	1,250.00
Historic photo enlargements on foam board	750.00
Prosser Record-Bulletin storage shelf	1,750.00
Historic quilt repair and stabilization	1,000.00
TOTAL	**$ 8,500.00**

SCOPE OF WORK:

The Benton County Museum and Historical Society (BCMHS) is requesting funds to:

1. Purchase two (2) wallpaper photo murals:

    a. The first mural will provide the backdrop for the museum's new shrub steppe exhibit within the new guest foyer. This will be a top quality panoramic photo of the natural ecosystem (sagebrush, bunch grass, rabbit brush, basalt, etc.) near Prosser and will serve to make the new exhibit an extremely engaging "statement" piece for guests entering our facility. The photo mural will be 8 feet high and 20 feet in length. Because of it's substantial size and lifelike proportions, it will serve to transport guests to a perspective within the shrub steppe environment.

    b. The second mural will feature a historic photo of a late 1880s pioneer family hard at work on their Rattlesnake Mountain homestead. Again, it will serve to set the stage for the museum's new homesteading exhibit (in the museum's East Wing) and help guests feel the blood, sweat and tears shed by our early homesteaders to gain a toehold in arid Benton County. This mural will be 8 feet high and 12 feet long.

2. Purchase custom shelving for the natural history/shrub steppe exhibit and the addition of a new homesteading/early agriculture exhibit and a changeable exhibit area. These exhibits will be housed in the building's new visitor reception foyer, including an area for visitors to view an orientation video. The demolition of this portion of the building and construction of the new foyer is funded by a Washington State Community Projects Grant in the amount of $103,000.

3. Purchase a custom shelf to provide safe storage and use of book-bound Prosser Record-Bulletin newspapers. BCMHS already owns and successfully utilizes two of these shelves.

4. Repair and stabilize an antique quilt specific to Prosser's history, which is comprised of silk ribbons from local fraternal lodges and contains the stitched signatures of a variety of early day residents. Repair and stabilization will be performed by the White Bluffs Quilt Museum.

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: January 7, 2020 **Subject:** 2020 Historic Preservation Grant – East Benton County Historical Society **Prepared by:** Shyanne Palmus **Reviewed by:** Adam Fyall	**Execute Contract** X **Pass Resolution** X **Pass Ordinance** **Pass Motion** **None**	**Consent Agenda** X **Public Hearing** **1st Discussion** **2nd Discussion** **Other**

SUMMARY

The 2020 Historic Preservation Grant RFP was opened September 2, 2019 and closed September 27, 2019. The RFP received nine (9) proposals, with all funding requests totaling $91,956.97 for the 2020 grant. The available yearly budget for the Historic Preservation Grant is $50,000. Each year, the County calls upon its review committee to determine recommended funding for Board of Commissioners approval. This years' committee included three (3) County personnel and two (2) knowledgeable and engaged citizens.

Expense Category	Awarded Amount ($)
Archival and collection preservation and storage supplies	6,500.00
TOTAL	**$ 6,500.00**

The East Benton County Historical Society (EBCHS) is requesting funds to purchase numerous archival and collection preservation and storage supplies, to continue to rehouse its archival holdings into stable archival storage boxes, including its recent acquisition of 55 boxes of Tri-City Herald newspaper clippings. An itemized list of materials is available in Exhibit A of the attached agreement.

BACKGROUND INFORMATION

RCW 36.22.170 states that one dollar of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. In the past, the County Commissioners appointed Benton County Treasurer, Duane Davidson, to facilitate and approve Benton County Historic Preservation Grant applications. Since Mr. Davidson's departure, the program has been in the care of the Sustainable Development Department. During this transition, a grant funding cycle was skipped (2017). In previous years, the grants were funded June-July rather than on the calendar year. To reset the timeline, a grant cycle had to be skipped.

RECOMMENDATION

Approve the attached resolution and grant agreement for the East Benton County Historical Society's 2020 Archival and Collection Materials Storage project.

FISCAL IMPACT

$6,500.00 from the Historical Preservation Fund 0157-101

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE EAST BENTON COUNTY HISTORICAL SOCIETY'S 2020 ARCHIVAL AND COLLECTION MATERIALS STORAGE PROJECT

WHEREAS, RCW 36.22.170 states that one dollar of a document recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County and the Board of Commissioners is supportive of funding historic preservation projects as solicited from qualified non-profit organizations and government entities; and

WHEREAS, the Historic Preservation Advisory Committee, established by the Board of Benton County Commissioners in 2008, has reviewed all applications; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Advisory Committee's recommendation, and approves funding of the East Benton County Historical Society's 2020 Archival and Collection Materials Storage project as described in the attached agreement, in the amount not to exceed $6,500.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the County Auditor's Office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached funding agreement; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2020 and expire December 31, 2020.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest .....
Clerk of the Board

Cc: Auditor; Treasurer; PA – Contract Compliance; East Benton County Historical Society S Palmus

BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "GRANTOR"), and EAST BENTON COUNTY HISTORICAL SOCIETY, a Washington Nonprofit Corporation, with its principal offices at 205 Keewaydin Drive, Kennewick, WA 99336 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.

3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of $6,500.00 provided by this Agreement and as outlined in the following exhibits, attached hereto:

   A. Exhibit "A" 2020 Archival & Collection Materials Storage Project

4. INDEMNIFICATION. The GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by GRANTOR, its elected officials, officers, employees, and agents in defense thereof, asserting or

arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, GRANTEE specifically agrees to indemnify and hold harmless GRANTOR from any and all bodily injury claims brought by GRANTEE's agents, officers, employees or volunteers and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against GRANTOR; PROVIDED, however this paragraph does not purport to indemnify GRANTOR against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of GRANTOR, its elected officials, officers, employees or agents.

5. MONITORING AND EVALUATION. GRANTEE agrees to cooperate and participate in GRANTOR's historic preservation grant program monitoring and evaluation process. Monitoring and evaluation procedures and/or reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and/or evaluation site visits; HOWEVER, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as is deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, and audit by GRANTOR or its designee.

6. NON-DISCRIMINATION.

   GRANTOR is an equal opportunity employer.

   GRANTEE agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in:

   A. Any terms or conditions of employment; and

   B. Denying any individual the opportunity to participate in any program provided by the Agreement.

7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached application materials submitted by GRANTEE.

8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2020 and shall expire December 31, 2020. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance

with the proposal set forth by GRANTEE in the application materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.

B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.

C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.

D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE's obligation under this section shall survive termination of this Agreement.

9. RETURN OF UNSPENT GRANT FUNDS. In the event that any of the grant funds advanced to the GRANTEE remain unspent upon expiration of this Agreement, the GRANTEE undertakes to return such funds to GRANTOR within thirty (30) days of termination of the project, within the timeframe specified in the GRANTEE's application materials. If no time frame is specified, GRANTEE shall return remaining unspent funds within one year from receipt of funds.

10. MODIFICATION. Either party may request changes to this Agreement, however, no changes or amendments to this Agreement shall be valid and binding unless such change or amendment is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of the terms of this Agreement, or in the event that this Agreement is terminated in whole or in part for any reason other than completion of this Agreement, GRANTEE shall submit within ninety (90) days after the date of expiration of this Agreement, all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTEE or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

This Agreement and Exhibits are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood by each party hereto that this Agreement and Statement of Work shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue shall be Benton County, Washington.

DATED this ___ day of _____, 2020.

GRANTOR:
BENTON COUNTY

Shon Small, Chairman
Board of County Commissioners

Approved as to Form:

Deputy Prosecuting Attorney

GRANTEE:
EAST BENTON COUNTY
HISTORICAL SOCIETY

Lee Simmelink
Signature

Lee Simmelink
Name

President
Title

Exhibit "A"
2020 Archival & Collection Materials Storage Project

Expense Category	Awarded Amount ($)
Archival and collection preservation and storage supplies	6,500.00
TOTAL	**$ 6,500.00**

SCOPE OF WORK:

The East Benton County Historical Society (EBCHS) is requesting funds to purchase the following archival and collection preservation and storage supplies, to continue to rehouse its archival holdings into stable archival storage boxes, including its recent acquisition of 55 boxes of Tri-City Herald newspaper clippings.

25 – Gaylord Archival Barrier Board Flip-Top A4 size document cases

50 – Gaylord Archival DocuDry Flip-Top A4 size document cases

25 – Gaylord Archival Barrier Board separate lid legal-size document cases

25 – Gaylord Archival Barrier Board Flip-Top document cases with DuraCoat Acrylic Coat (large)

50 – Gaylord Archival Barrier Board Flip-Top document cases with DuraCoat Acrylic Coat (small)

10 – Gaylord Archival E-flute Flip-Top pamphlet files (large)

10 – Gaylord Archival E-flute Flip-Top pamphlet files (small)

5 – Gaylord Archival White Barrier Board textile boxes with tissue

10 – Gaylord Archival E-flute quilt preservation kits

10 – Gaylord Archival B-flute shallow lid textile boxes

5 – Gaylord Archival B-flute shallow lid textile boxes (5-pack)

7 – Gayloard Archival E-flute clamshell flag boxes

10 – Gaylord Archival hat mount stands (6-pack)

10 – Gaylord Archival Barrier Board uniform and suit preservation kits

5 – Gaylord Archival B-flute shallow lid textile boxes (2-pack)

6 – Gaylord Archival B-flute book trays with handles

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: January 7, 2020 **Subject:** 2020 Historic Preservation Grant – Historic Downtown Kennewick Partnership **Prepared by:** Shyanne Palmus **Reviewed by:** Adam Fyall	**Execute Contract** X **Pass Resolution** X **Pass Ordinance** **Pass Motion** **None**	**Consent Agenda** X **Public Hearing** **1st Discussion** **2nd Discussion** **Other**

SUMMARY

The 2020 Historic Preservation Grant RFP was opened September 2, 2019 and closed September 27, 2019. The RFP received nine (9) proposals, with all funding requests totaling $91,956.97 for the 2020 grant. The available yearly budget for the Historic Preservation Grant is $50,000. Each year, the County calls upon its review committee to determine recommended funding for Board of Commissioners approval. This years' committee included three (3) County personnel and two (2) knowledgeable and engaged citizens.

Historic Downtown Kennewick Partnership (HDKP), in conjunction with downtown partners, have identified a location where we will commission an artist and the assistance of local students to paint a mural depicting history of the rail road in Kennewick, focusing on construction of the first rail road bridge in Kennewick using reference photos from the East Benton County Historical Society. This project aims to increase knowledge and awareness of historical events in Kennewick and to help beautify in the Downtown district.

The mural is going on the side of a building located at 11 W. Kennewick Avenue. The mural will be of decent size, ranging from 100 square feet to roughly 300 square feet. HDKP has applied with BNSF for additional funding and partnership.

HDKP plans to bring in a class from one of the area schools to do a live demonstration and have them help the artist paint aspects of the mural.

Expense Category	Awarded Amount ($)
Artist Commission	4,000.00
TOTAL	**$ 4,000.00**

BACKGROUND INFORMATION

RCW 36.22.170 states that one dollar of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. In the past, the County Commissioners appointed Benton County Treasurer, Duane Davidson, to facilitate and approve Benton County Historic Preservation Grant applications. Since Mr. Davidson's departure, the program has been in the care of the Sustainable Development Department. During this transition, a grant funding cycle was skipped (2017). In previous years, the grants were funded June-July rather than on the calendar year. To reset the timeline, a grant cycle had to be skipped.

RECOMMENDATION

Approve the attached resolution and grant agreement for the Historic Downtown Kennewick Partners' (DBA Historic Downtown Kennewick Partnership) Historic Mural of First Train Bridge in Kennewick project.

FISCAL IMPACT

$4,000.00 from the Historical Preservation Fund 0157-101

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE HISTORIC DOWNTOWN KENNEWICK PARTNERS' (DBA HISTORIC DOWNTOWN KENNEWICK PARTNERSHIP) HISTORICAL MURAL OF FIRST TRAIN BRIDGE IN KENNEWICK PROJECT

WHEREAS, RCW 36.22.170 states that one dollar of a document recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County and the Board of Commissioners is supportive of funding historic preservation projects as solicited from qualified non-profit organizations and government entities; and

WHEREAS, the Historic Preservation Advisory Committee, established by the Board of Benton County Commissioners in 2008, has reviewed all applications; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Advisory Committee's recommendation, and approves funding of the Historic Downtown Kennewick Partners' (DBA Historic Downtown Kennewick Partnership) Historical Mural of First Train Bridge in Kennewick project as described in the attached agreement, in the amount not to exceed $4,000.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the County Auditor's Office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached funding agreement; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2020 and expire December 31, 2020.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest .....
Clerk of the Board

Cc: Auditor; Treasurer; PA – Contract Compliance; Historic Downtown Kennewick Partnership S Palmus

BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "GRANTOR"), and HISTORIC DOWNTOWN KENNEWICK PARTNERS (DBA HISTORIC DOWNTOWN KENNEWICK PARTNERSHIP), a Washington Nonprofit Corporation, with its principal offices at 124 W Kennewick Avenue, Kennewick, WA 99336 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.

3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of $4,000.00 provided by this Agreement and as outlined in the following exhibits, attached hereto:

   A. Exhibit "A" Historical Mural of First Train Bridge in Kennewick

4. INDEMNIFICATION. The GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by GRANTOR, its elected officials, officers,

employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, GRANTEE specifically agrees to indemnify and hold harmless GRANTOR from any and all bodily injury claims brought by GRANTEE's agents, officers, employees or volunteers and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against GRANTOR; PROVIDED, however this paragraph does not purport to indemnify GRANTOR against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of GRANTOR, its elected officials, officers, employees or agents.

5. MONITORING AND EVALUATION. GRANTEE agrees to cooperate and participate in GRANTOR's historic preservation grant program monitoring and evaluation process. Monitoring and evaluation procedures and/or reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and/or evaluation site visits; HOWEVER, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as is deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, and audit by GRANTOR or its designee.

6. NON-DISCRIMINATION.

   GRANTOR is an equal opportunity employer.

   GRANTEE agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in:

   A. Any terms or conditions of employment; and

   B. Denying any individual the opportunity to participate in any program provided by the Agreement.

7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached application materials submitted by GRANTEE.

8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2020 and shall expire December 31, 2020. If either party hereto fails to comply with the terms

and conditions of this Agreement, which includes compliance with the proposal set forth by GRANTEE in the application materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.

B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.

C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.

D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE's obligation under this section shall survive termination of this Agreement.

9. RETURN OF UNSPENT GRANT FUNDS. In the event that any of the grant funds advanced to the GRANTEE remain unspent upon expiration of this Agreement, the GRANTEE undertakes to return such funds to GRANTOR within thirty (30) days of termination of the project, within the timeframe specified in the GRANTEE's application materials. If no time frame is specified, GRANTEE shall return remaining unspent funds within one year from receipt of funds.

10. MODIFICATION. Either party may request changes to this Agreement, however, no changes or amendments to this

Agreement shall be valid and binding unless such change or amendment is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of the terms of this Agreement, or in the event that this Agreement is terminated in whole or in part for any reason other than completion of this Agreement, GRANTEE shall submit within ninety (90) days after the date of expiration of this Agreement, all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTEE or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

This Agreement and Exhibits are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood by each party hereto that this Agreement and Statement of Work shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue shall be Benton County, Washington.

DATED this ___ day of _____, 2020.

GRANTOR:
BENTON COUNTY

Shon Small, Chairman
Board of County Commissioners

Approved as to Form:

Deputy Prosecuting Attorney

GRANTEE:
HISTORIC DOWNTOWN KENNEWICK PARTNERS

Signature

Jay Freeman
Name

Board President
Title

Exhibit "A"
Historic Mural of First Train Bridge in Kennewick

Expense Category	Awarded Amount ($)
Artist Commission	4,000.00
TOTAL	**$ 4,000.00**

SCOPE OF WORK:

Historic Downtown Kennewick Partnership (HDKP), in conjunction with downtown partners, have identified a location where we will commission an artist and the assistance of local students to paint a mural depicting history of the rail road in Kennewick, focusing on construction of the first rail road bridge in Kennewick using reference photos from the East Benton County Historical Society. This project aims to increase knowledge and awareness of historical events in Kennewick and to help beautify in the Downtown district.

The mural is going on the side of a building located at 11 W. Kennewick Avenue. The mural will be of decent size, ranging from 100 square feet to roughly 300 square feet. HDKP has applied with BNSF for additional funding and partnership.

HDKP plans to bring in a class from one of the area schools to do a live demonstration and have them help the artist paint aspects of the mural. Due to the size of the mural, use of a scissor lift is expected, and the students would be working on the bottom of the painting or in an area that wouldn't require them to use the lift or other ladders due to safety.

Project start is anticipated in May 2020.

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: January 7, 2020 **Subject:** 2020 Historic Preservation Grant – REACH Museum **Prepared by:** Shyanne Palmus **Reviewed by:** Adam Fyall	**Execute Contract** **Pass Resolution** **Pass Ordinance** **Pass Motion** **None**	**X** **X**	**Consent Agenda** **Public Hearing** **1st Discussion** **2nd Discussion** **Other**	**X**

SUMMARY

The 2020 Historic Preservation Grant RFP was opened September 2, 2019 and closed September 27, 2019. The RFP received nine (9) proposals, with all funding requests totaling $91,956.97 for the 2020 grant. The available yearly budget for the Historic Preservation Grant is $50,000. Each year, the County calls upon its review committee to determine recommended funding for Board of Commissioners approval. This years' committee included three (3) County personnel and two (2) knowledgeable and engaged citizens.

The REACH Museum will use awarded funds as follows:

1. Provide archival supplies to help with preservation of artifacts
2. Provide exhibition furniture to help with the display of artifacts
3. Provide historic markers/signage to help with the interpretation of exhibits.

Expense Category	Awarded Amount ($)
Acid-free boxes and trays	303.00
Photo sleeves	879.00
Historic markers – signage Gallery I	300.00
Historic markers – signage Gallery II	150.00
Historic markers – signage outdoor exhibits	695.00
Exhibition display cases (2)	3,000.00
TOTAL	**$ 5,327.00**

BACKGROUND INFORMATION

RCW 36.22.170 states that one dollar of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. In the past, the County Commissioners appointed Benton County Treasurer, Duane Davidson, to facilitate and approve Benton County Historic Preservation Grant applications. Since Mr. Davidson's departure, the program has been in the care of the Sustainable Development Department. During this transition, a grant funding cycle was skipped (2017). In previous years, the grants were funded June-July rather than on the calendar year. To reset the timeline, a grant cycle had to be skipped.

RECOMMENDATION

Approve the attached resolution and grant agreement for the Richland Public Facilities District's (DBA REACH Museum) Archival Materials & Historic Markers project.

FISCAL IMPACT

$5,327.00from the Historical Preservation Fund 0157-101

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE RICHLAND PUBLIC FACILITIES DISTRICT'S (DBA REACH MUSEUM) ARCHIVAL MATERIALS AND HISTORIC MARKERS PROJECT

WHEREAS, RCW 36.22.170 states that one dollar of a document recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County and the Board of Commissioners is supportive of funding historic preservation projects as solicited from qualified non-profit organizations and government entities; and

WHEREAS, the Historic Preservation Advisory Committee, established by the Board of Benton County Commissioners in 2008, has reviewed all applications; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Advisory Committee's recommendation, and approves funding of the Richland Public Facilities District's (DBA REACH Museum) Archival Materials and Historic Markers project as described in the attached agreement, in the amount not to exceed $5,327.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the County Auditor's Office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached funding agreement; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2020 and expire December 31, 2020.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest .....
Clerk of the Board

Cc: Auditor; Treasurer; PA – Contract Compliance; REACH Museum S Palmus

BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "GRANTOR"), and RICHLAND PUBLIC FACILITIES DISTRICT (dba The REACH Museum), with its principal offices at 1943 Columbia Park Trail, Richland, WA 99352 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.

3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of $5,327.00 provided by this Agreement and as outlined in the following exhibits, attached hereto:

   A. Exhibit "A" Archival Materials and Historic Markers

4. INDEMNIFICATION. The GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by GRANTOR, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the

performance of service pursuant to this Agreement. In making such assurances, GRANTEE specifically agrees to indemnify and hold harmless GRANTOR from any and all bodily injury claims brought by GRANTEE's agents, officers, employees or volunteers and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against GRANTOR; PROVIDED, however this paragraph does not purport to indemnify GRANTOR against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of GRANTOR, its elected officials, officers, employees or agents.

5. MONITORING AND EVALUATION. GRANTEE agrees to cooperate and participate in GRANTOR's historic preservation grant program monitoring and evaluation process. Monitoring and evaluation procedures and/or reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and/or evaluation site visits; HOWEVER, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as is deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, and audit by GRANTOR or its designee.

6. NON-DISCRIMINATION.

   GRANTOR is an equal opportunity employer.

   GRANTEE agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in:

   A. Any terms or conditions of employment; and

   B. Denying any individual the opportunity to participate in any program provided by the Agreement.

7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached application materials submitted by GRANTEE.

8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2020 and shall expire December 31, 2020. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance with the proposal set forth by GRANTEE in the application

materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.

B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.

C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.

D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE's obligation under this section shall survive termination of this Agreement.

9. RETURN OF UNSPENT GRANT FUNDS. In the event that any of the grant funds advanced to the GRANTEE remain unspent upon expiration of this Agreement, the GRANTEE undertakes to return such funds to GRANTOR within thirty (30) days of termination of the project, within the timeframe specified in the GRANTEE's application materials. If no time frame is specified, GRANTEE shall return remaining unspent funds within one year from receipt of funds.

10. MODIFICATION. Either party may request changes to this Agreement, however, no changes or amendments to this Agreement shall be valid and binding unless such change or amendment is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of the terms of this Agreement, or in the event that this Agreement is terminated in whole or in part for any reason other than completion of this Agreement, GRANTEE shall submit within ninety (90) days after the date of expiration of this Agreement, all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTEE or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

This Agreement and Exhibits are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood by each party hereto that this Agreement and Statement of Work shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue shall be Benton County, Washington.

DATED this ___ day of _____, 2020.

GRANTOR:
BENTON COUNTY

Shon Small, Chairman
Board of County Commissioners

Approved as to Form:

Deputy Prosecuting Attorney

GRANTEE:
RICHLAND PUBLIC FACILITIES DISTRICT (DBA THE REACH MUSEUM)

Signature

Rosanna Sharpe
Name

Executive Director
Title

Exhibit "A"
Archival Materials and Historic Markers

Expense Category	Awarded Amount ($)
Acid-free boxes and trays	303.00
Photo sleeves	879.00
Historic markers – signage Gallery I	300.00
Historic markers – signage Gallery II	150.00
Historic markers – signage outdoor exhibits	695.00
Exhibition display cases (2)	3,000.00
TOTAL	**$ 5,327.00**

SCOPE OF WORK:

The REACH Museum will use awarded funds as follows:

1. Provide archival supplies to help with preservation of artifacts
2. Provide exhibition furniture to help with the display of artifacts
3. Provide historic markers/signage to help with the interpretation of exhibits.

The types of artifacts exhibited in 2020 include vintage photographs and posters, watercolors on paper, indigenous flora and fauna, paleontology, as well as Hanford artifacts and ephemera from the REACH's collection. These artifacts require exhibition furniture (display cases/vitrines), archival materials, and other preservation supplies to protect them while in the REACH's care and while on display.

The display cases protect the artifacts from being touched by visitors; mitigate environmental damage caused by exposure to things like light, dust, and pests; and provide better security from deliberate, incidental, or accidental damage or loss. In Gallery II , the REACH plans to replace the old Geiger Counter display with a new one that will be fabricated by Glass Nook, a local exhibition furniture fabricator as well as procure another for general use in the exhibition schedule.

In its five years of operation, the REACH has welcomed nearly 150,000 visitors who come to enjoy exhibitions on the Ice Age Floods to Early Settlers and Native Americans to the Atomic story of Hanford Engineer Works.

The REACH's permanent exhibits need upgrading to replace faded or outdated signage, repair broken cabinetry, upgrade technology, and getting a general sprucing up. The outdoor exhibitions include a Vagabond travel trailer, Cold War Bus, and nature trails that encourage visitors to walk the site and directly experience its flora, fauna, and dramatic views of the Columbia River. Interpretive signage for these exhibits has faded due to exposure to the sun and harsh weather. The REACH plans to replace this with new UV protected signage.

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: January 7, 2020 **Subject:** 2020 Historic Preservation Grant – Richland Players **Prepared by:** Shyanne Palmus **Reviewed by:** Adam Fyall	**Execute Contract** **Pass Resolution** **Pass Ordinance** **Pass Motion** **None**	**X** **X**	**Consent Agenda** **Public Hearing** **1st Discussion** **2nd Discussion** **Other**	**X**

SUMMARY

The 2020 Historic Preservation Grant RFP was opened September 2, 2019 and closed September 27, 2019. The RFP received nine (9) proposals, with all funding requests totaling $91,956.97 for the 2020 grant. The available yearly budget for the Historic Preservation Grant is $50,000. Each year, the County calls upon its review committee to determine recommended funding for Board of Commissioners approval. This years' committee included three (3) County personnel and two (2) knowledgeable and engaged citizens.

The Richland Players will be using the awarded $10,000 for restoration of the theatre marquee.

Expense Category	Awarded Amount ($)
Marquee Restoration	10,000.00
TOTAL	**$ 10,000.00**

BACKGROUND INFORMATION

RCW 36.22.170 states that one dollar of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. In the past, the County Commissioners appointed Benton County Treasurer, Duane Davidson, to facilitate and approve Benton County Historic Preservation Grant applications. Since Mr. Davidson's departure, the program has been in the care of the Sustainable Development Department. During this transition, a grant funding cycle was skipped (2017). In previous years, the grants were funded June-July rather than on the calendar year. To reset the timeline, a grant cycle had to be skipped.

RECOMMENDATION

Approve the attached resolution and grant agreement for the Richland Players' Theatre Marquee Restoration project.

FISCAL IMPACT

$10,000.00 from the Historical Preservation Fund 0157-101

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE RICHLAND PLAYERS' THEATRE MARQUEE RESTORATION PROJECT

WHEREAS, RCW 36.22.170 states that one dollar of a document recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County and the Board of Commissioners is supportive of funding historic preservation projects as solicited from qualified non-profit organizations and government entities; and

WHEREAS, the Historic Preservation Advisory Committee, established by the Board of Benton County Commissioners in 2008, has reviewed all applications; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Advisory Committee's recommendation, and approves funding of the Richland Players' Theatre Marquee Restoration project as described in the attached agreement, in the amount not to exceed $10,000.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the County Auditor's Office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached funding agreement; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2020 and expire December 31, 2020.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest .....
Clerk of the Board

Cc: Auditor; Treasurer; PA – Contract Compliance; Richland Players S Palmus

BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "GRANTOR"), and THE RICHLAND PLAYERS, a Washington nonprofit corporation, with its principal offices at 608 The Parkway, Richland, WA 99352 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.

3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of $10,000.00 provided by this Agreement and as outlined in the following exhibits, attached hereto:

   A. Exhibit "A" Theatre Marquee Restoration Project

4. INDEMNIFICATION. The GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by GRANTOR, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the

performance of service pursuant to this Agreement. In making such assurances, GRANTEE specifically agrees to indemnify and hold harmless GRANTOR from any and all bodily injury claims brought by GRANTEE's agents, officers, employees or volunteers and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against GRANTOR; PROVIDED, however this paragraph does not purport to indemnify GRANTOR against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of GRANTOR, its elected officials, officers, employees or agents.

5. MONITORING AND EVALUATION. GRANTEE agrees to cooperate and participate in GRANTOR's historic preservation grant program monitoring and evaluation process. Monitoring and evaluation procedures and/or reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and/or evaluation site visits; HOWEVER, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as is deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, and audit by GRANTOR or its designee.

6. NON-DISCRIMINATION.

   GRANTOR is an equal opportunity employer.

   GRANTEE agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in:

   A. Any terms or conditions of employment; and

   B. Denying any individual the opportunity to participate in any program provided by the Agreement.

7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached application materials submitted by GRANTEE.

8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2020 and shall expire December 31, 2020. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance with the proposal set forth by GRANTEE in the application

materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.

B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.

C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.

D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE's obligation under this section shall survive termination of this Agreement.

9. RETURN OF UNSPENT GRANT FUNDS. In the event that any of the grant funds advanced to the GRANTEE remain unspent upon expiration of this Agreement, the GRANTEE undertakes to return such funds to GRANTOR within thirty (30) days of termination of the project, within the timeframe specified in the GRANTEE's application materials. If no time frame is specified, GRANTEE shall return remaining unspent funds within one year from receipt of funds.

10. MODIFICATION. Either party may request changes to this Agreement, however, no changes or amendments to this Agreement shall be valid and binding unless such change or amendment is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of the terms of this Agreement, or in the event that this Agreement is terminated in whole or in part for any reason other than completion of this Agreement, GRANTEE shall submit within ninety (90) days after the date of expiration of this Agreement, all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTEE or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

This Agreement and Exhibits are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood by each party hereto that this Agreement and Statement of Work shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue shall be Benton County, Washington.

DATED this ___ day of _____, 2020.

GRANTOR:
BENTON COUNTY

_____
Shon Small, Chairman
Board of County Commissioners

Approved as to Form:

_____
Deputy Prosecuting Attorney

GRANTEE:
THE RICHLAND PLAYERS

Christy E. Valle
Signature

Christy Valle
Name

President
Title

Exhibit "A"
Theatre Marquee Restoration Project

Expense Category	Awarded Amount ($)
Marquee Restoration	10,000.00
TOTAL	**$ 10,000.00**

SCOPE OF WORK:

The Richland Players will be using the awarded $10,000 for restoration of the theatre marquee and will leverage that grant to apply for the maximum $10,000 in matching funds from City of Richland's façade improvement program.

In 2019, the Richland Players embarked on a large-scale effort to return the theatre to its former glory. With just over $25,000 in their facilities budget, the Construction Committee had to prioritize projects to first address structural and safety improvements and areas of urgent need.

The roof was patched two years ago and must be replaced, and a thirty-year-old HVAC unit has already failed once and needs to be replaced. Unfortunately, this means restoration of the historic marquee is not in the budget.

The Theatre is the keystone of the downtown Richland business district and its 40's era marquee is an icon, connecting the theatre to Richland's atomic past. Without additional funding, it's unclear when the Richland Players will have the resources for the Theatre Marquee Restoration Project. And yet, it is the most visible component of the entire theatre renovation.

In the coming year, the Richland Players will utilize dollars in their facilities budget to address the leaking roof and aging HVAC system.

The Richland Players plan to apply for the maximum matching funds through the City of Richland's façade program, which offers up to $10,000 for exterior improvements and are currently working with representatives of the Bonneville Power Administration and Cascade Natural Gas on energy savings programs. As various facilities projects are launched, the Richland Players plan to continue to work with the city to utilize available funds through the various programs they administer.

The Richland Players Theatre's connection to the Manhattan Project has become a critical piece in this effort because there are several national companies and private foundations interested in the preservation of that history and the telling of those stories.

It is early in what will likely be a multi-year effort to restore the Richland Theatre. The Richland Players will continue to identify, prioritize, plan, and complete facility improvement projects and implement programs to assure its sustainability for years to come.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 115 TO DEPARTMENT NUMBER 116

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Planning

Dept Nbr: 115 to Department Number 116

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 115

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	$84,000
TOTAL			$84,000

TRANSFER TO: Dept 116

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
558.602	3101	Supplies	$3,000
558.602	4103	Professional Services	$77,800
558.602	4201	Postage	$1,000
558.602	4503	Rentals-Office Equipment	$1,500
558.602	4512	Rentals-Meeting Room	$200
558.602	4206	Reproduction Costs	$500
TOTAL			$84,000

Explanation:

The County and Planning Department are entering into a contract with the Department of Ecology for review and update of Benton County's Shoreline Master Program. Appropriated funds are needed to cover the costs of the review. The grant with the Dept. of Ecology is a reimburseable grant.

Prepared by: Linda Ivey

Date: 19-Dec-2019

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Jan 7, 2020	Execute Contract	____	Consent Agenda	X
Subject: Employee & Volunteer Award Policy	Pass Resolution	____	Public Hearing	____
	Pass Ordinance	____	1st Discussion	____
Prepared by: Lisa Small	Pass Motion	____	2nd Discussion	____
Reviewed by:	Other	____	Other	____

BACKGROUND INFORMATION/ SUMMARY

The Benton County Corrections Department has transitioned into its own department and the Corrections Commander is requesting the approval of an employee and volunteer recognition policy and establishment of procedures under which the Corrections Department can demonstrate recognition of employees and volunteers that have exhibited individual acts of exceptional public service beyond that normally expected, regularly demonstrated an exceptional level of performance, or served prolonged careers with the Benton County Corrections Department.

RECOMMENDATION

Approve the attached Resolution and Employee and Volunteer Recognition Award Policy for the Benton County Corrections Department.

FISCAL IMPACT

Said expenditures shall be paid out of Corrections budget, Dept 120.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING AN EMPLOYEE AND VOLUNTEER RECOGNITION AWARD POLICY FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, it has been past practice to recognize the employees of the Benton County Corrections whom have exhibited exceptional public service or served prolonged careers with Benton County; and

WHEREAS, Resolution 2013-348 formalized the practice of recognizing the employees of the Benton County Sheriff's Office, which included the Bureau of Corrections; and

WHEREAS, the Benton County Corrections Department has transitioned into its own department and the Corrections Commander is requesting the approval of an employee and volunteer recognition policy and establishment of procedures under which the Corrections Department can demonstrate recognition of employees and volunteers that have exhibited individual acts of exceptional public service beyond that normally expected, regularly demonstrated an exceptional level of performance, or served prolonged careers with the Benton County Corrections Department; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and hereby approves the attached Benton County Corrections Department Employee and Volunteer Recognition Award Policy.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: BCCD
cc: Auditor

Prepared by: L. Small

EMPLOYEE AND VOLUNTEER RECOGNITION AWARD POLICY

I. PURPOSE

The Benton County Corrections Department has requested the approval of an employee and volunteer recognition policy and establishment of procedures under which the Corrections Department can demonstrate recognition of employees and/or volunteers that have exhibited individual acts of exceptional public service beyond that normally expected, regularly demonstrated an exceptional level of performance, or served prolonged careers with the Corrections Department.

II. APPLICABILITY

This Policy applies to all employees and volunteers of the Benton County Corrections Department.

III. PERMISSIBLE AWARDS

The following types of employee and volunteer recognition awards are hereby approved in order to promote good will, foster a sense of pride in affiliation with the Corrections Department, promote safety, productivity, reliability, efficiency, dedication, commitment to the community and/or cost savings for the County.

A. Retirement Plaques: These plaques may be given to any employee that retires from the Corrections Department after at least 15 years of service with Benton County.

B. Longevity Plaques: Length of service plaques may be given to Corrections Department employees achieving 20 years of service with Benton County and for every five years of service thereafter.

C. Employee of the Year Plaques: Plaques may be given by the Corrections Department to employees that have been selected by the Jail Commander, or his or her designee(s), for their outstanding work during the prior calendar year.

D. Individual Recognition Medals, Challenge Coins, Certificates, Letters of Recognition and Uniform Ribbons or Bars: These awards may be given to individual Corrections Department employees that perform specific meritorious acts worthy of greater recognition than afforded by a Letter of Commendation. The process and criteria for such awards will be set forth by the Corrections Commander.

E. Volunteer Recognition: Individual Recognition Medals, Lapel Pins, Certificates, Hats,

Cups, Polos, or Jackets: These awards may be given to individual Corrections Department volunteers based on their dedication, leadership, or years of services worthy of greater recognition than afforded by a Letter of Commendation. The process and criteria for such awards will be set forth by the Corrections Commander.

IV. FISCAL LIMITS/ISSUES

A. Although this policy only authorizes non-monetary awards to employees and volunteers, such awards are subject to IRS taxable rules. The Corrections Department shall be responsible for reporting all awards to the payroll department. In no event shall the total of all non-monetary awards received by an employee exceed the non-taxable limit set by the IRS and cannot be used to influence or promote endeavors where there may be indirect personal, financial interest, benefit or gain.

B. Notwithstanding the above, in no instances shall the total value of non-monetary awards exceed one hundred and fifty dollars ($150) for any employee in any calendar year.

C. The Commander shall be responsible for ensuring the availability of funds to support costs incurred by this employee and volunteer recognition program. The funds for this program shall be identified in a specific line item in the Benton County Corrections Department budget for employee recognition expenses, and the costs associated with awards under this Policy shall be satisfied solely from that line item.

AGENDA ITEM		TYPE OF ACTION			
Meeting Date :	January 7, 2020	Execute Contract :		Consent Agenda :	x
Subject :	Termination of ABM Janitorial Contract	Pass Resolution :	x	Public Hearing :	
Prepared by :	KAE	Pass Ordinance :		1st Discussion :	
Reviewed by :		Pass Motion :		2nd Discussion :	
		Other :		Other :	

BACKGROUND INFORMATION

The existing janitorial contract with ABM needed to be updated to include new cleaning specifications and the new Wiser Admin Building. The County went out to bid for a Janitorial Service Contract, and a new company will be taking over, thus the need to terminate the ABM contract.

SUMMARY

Termination of existing ABM contract so that the County may enter into a new contract with Intermountain Cleaning Services, Inc.

RECOMMENDATION

Approve the resolution authorizing the Chairman to sign the termination letter, and the Chairman to sign the termination letter.

FISCAL IMPACT

No fiscal impact to cancel the contract.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE ATTACHED TERMINATION LETTER FOR THE JANITORIAL SERVICES CONTRACT

WHEREAS, by Resolution 2017-861 signed on December 19, 2017, Benton County entered into a Contract with ABM Industry Groups, LLC for Janitorial Services at various Benton County locations (Contract); and

WHEREAS, per Section 16 of the contract, Benton County at its sole discretion may terminate at any time when it is in the best interests of Benton County; and

WHEREAS, the Facilities Manager recommends the Chairman of the Board of Benton County Commissioners sign the attached letter to terminate the contract between Benton County and ABM Industry Groups, LLC; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached letter to ABM Industry Groups, LLC to terminate the contract between Benton County and ABM Industry Groups, LLC for Janitorial Services; and

BE IT FURTHER RESOLVED said contract shall terminate on January 31, 2020.

Dated this . . . . . day of ....., 2020.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County

Commissioners of Benton County, Washington

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

Orig.: File – Facilities
cc: Auditors; S.Araiza;

K. Engle

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

Jerrod MacPherson
Interim County Administrator

Board of County Commissioners

January 17, 2020

Laurie Atchenson
Karl Bowen
ABM Industry Groups, LLC
16 East Columbia Drive
Kennewick, WA 99336

RE: Termination of Contract

Ms. Atchenson and Mr. Bowen:

Benton County is terminating the Public Works Contract dated December 19, 2017, between Benton County and ABM Industry Groups, LLC, effective January 31, 2020. As per Section 16 of our contract the County may terminate this contract at its sole discretion. This letter is considered notification of the contract termination per section 16.

Please contact the Facilities Manager to coordinate the collection of keys and key cards.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

_____
Chairman of the Board

for complete janitorial contract, contact Commissioners' Office at 509 786-5600

AGENDA ITEM		TYPE OF ACTION			
Meeting Date :	January 7, 2020	Execute Contract :	x	C	
Subject :	Janitorial Contract	Pass Resolution :	x	Public Hearing :	
Prepared by :	KAE	Pass Ordinance :		1st Discussion :	
Reviewed by :		Pass Motion :		2nd Discussion :	
		Other :		Other :	

BACKGROUND INFORMATION

With the addition of the Wiser Building, and the lack of specifications in the prior janitorial contract, it was decided to go out to bid on janitorial services. This gives the County more thorough specifications on cleaning, adds the new Wiser building to the scope, along with more services from the janitorial company.

SUMMARY

New janitorial contract for all County owned buildings and shops.

RECOMMENDATION

Approve the resolution authorizing the contract with Intermountain Cleaning Services, Inc.

FISCAL IMPACT

36 month contract not to exceed $1,245,836.40 not including WSST.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING AND EXECUTING A SERVICE CONTRACT BETWEEN BENTON COUNTY AND INTERMOUNTAIN CLEANING SERVICES, INC. FOR JANITORIAL SERVICES

WHEREAS, per Benton County resolution 2012-677, "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances to obtain services of the highest quality at the lowest cost…"; and

WHEREAS, Janitorial services are required to clean and maintain the appearance of Benton County owned buildings; and

WHEREAS, Benton County has added a new building to the scope of work; and

WHEREAS, the overall scope of work required by Benton County has changed; and

WHEREAS, the Facilities Manager solicited quotes and received the following responsible bids for a 36 month contract to perform janitorial services:

1. Intermountain Cleaning Services, Inc. (UBI - 601402255) - $1,230,836.40 excluding WSST
2. ABM (UBI - 603045046) - $1,561,779.72 excluding WSST
3. Dura Shine (UBI - 602944587) - $1,653,697.80 excluding WSST
4. Sparkling Sensation (UBI - 603223015) - $3,735,144.00 excluding WSST

WHEREAS, after panel review of the qualifications submitted it was determined that Intermountain Cleaning Services Inc. was the most qualified to provide the highest quality services at the lowest cost and the Facilities Manager recommends authorizing a Service Contract between Benton County and Intermountain Cleaning Services, Inc. in the amount of $1,245,836.40 not including WSST to provide Janitorial Services at various Benton County locations for a Thirty-Six (36) month period; **NOW THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Facilities Manager's recommendation and hereby awards the contact and approves entering into the Service Contract with Intermountain Cleaning Services, Inc. for Janitorial Services, in the amount not to exceed $1,245,836.40 ($1,230,836.40 for Monthly Janitorial Services and $15,000.00 for additional "As-Needed" or "Discretionary Services") not including WSST; and

BE IT FURTHER RESOLVED the term of the attached Thirty-six (36) month contract commences on February 3, 2020 and shall expire on February 2, 2023.

Dated this . . . . . day of ....., 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County

Commissioners of Benton County, Washington

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

Orig.: File – Facilities
cc: Auditors;

K. Engle

EXHIBIT E

BID FORM

To: BENTON COUNTY FACILITIES
BENTON COUNTY, WASHINGTON

The undersigned hereby certifies that Jamie Fate has carefully read all bid documents, including the Invitation for Bids and Specifications, and thoroughly understands the same and hereby submits the following bids for the provision of such services.

Please submit your bid as a total amount for thirty-six (36) months without sales tax on this form.

One million, two hundred thirty thousand, ($1,230,836.40)
(Bid amount in words and numbers)
eight hundred thirty six dollars and forty cents.

FIRM NAME: Intermountain Cleaning Service, Inc

ADDRESS: 515 N. 20th Ave, Yakima, WA 98902

STATE OF INCORPORATION (if a Corporation): Washington

SIGNATURE(s) OF AUTHORIZED OFFICIAL(s):

Signature: _____ Telephone: 509-575-5438

Name: Milton Cooper Title: President

Signature: _____ Telephone: _____

Name: _____ Title: _____

CONTACT PERSON:

Jamie Fate Telephone: 509-575-5438

EMAIL ADDRESS: jamie@intermountaincleaning.net

NOTE: 1) Indicate after firm name if submitter is proprietorship, partnership, or corporation.
2) Type or print name of person signing below signature and designate position or office (e.g.) managing partner, president, sales manager, etc.
3) The supplemental page(s) must also be completed in full as part of the bid form.

11/26/19

A. **LIST PROPOSED MONTHLY COST FOR EACH BUILDING/SECTION INCLUDING TAX.**

Benton County Justice Center (Kennewick) – 95,505 SF

Total Price Per Month: 13,379.00 Day Porter Per Month: 3039.00

Total Price Per SF including Day Porter: .17

Benton County Sheriff's Office in Justice Center (Kennewick) – 16,517 SF

Total Price Per Month: 2334.00 Total Price Per SF: .14

Benton County Jail Lobby and Admin Offices (Kennewick) – 5,971 SF

Total Price Per Month: 903.00 Total Price Per SF: .15

Benton County Health District (Kennewick) – 39,454 SF

Total Price Per Month: 5782.00 Total Price Per SF: .15

Benton County Annex (Kennewick) – 11,500 SF

Total Price Per Month: 1501.50 Total Price Per SF: .13

Benton County Courthouse (Prosser) – 28,855 SF

Total Price Per Month: 4181.00 Day Porter Per Month: 0

Total Price Per SF including Day Porter: .14

Benton County Planning (Prosser) – 3,563 SF

Total Price Per Month: 581.00 Total Price Per SF: .16

Benton County WSU Extension (Prosser) – 1,400 SF

Total Price Per Month: 470.50 Total Price Per SF: .31

Benton County Coroner's Office (Kennewick) – 1,467 SF

Total Price Per Month: 296.50 Total Price Per SF: .20

Prosser Road Maintenance Shop (Prosser) – 1,900 SF

Total Price Per Month: 246.00 Total Price Per SF: .13

Kennewick Road Maintenance Shop (Kennewick) – 1,900 SF

Total Price Per Month: 246.00 Total Price Per SF: .13

Benton County Public Services Building on Wiser (Kennewick) – 7,833 SF

Total Price Per Month: 1226.40 Total Price Per SF: .15

Grand Total Price Per Month Including Day Porter – 215,865 SF

(Total of all buildings and Day Porter Monthly costs combined)

Total Price Per Month: 34,189.90 Total Price Per SF: .16

ADDENDUM ACKNOWLEDGMENT
Receipt is hereby acknowledged of Addendum No(s). #1 ① #2 ② & #3 ③

DISCRETIONARY SERVICES

Provide cost per square foot for as-needed carpet cleaning.
This could be the result of a spill, an area not normally cleaned under the contract, or a high traffic area that needs additional cleaning. This would apply to any facility covered under this contract.

.24/sqft

Provide cost per chair for as-needed upholstery cleaning.

9.00/ea

Provide cost per square foot for as-needed upholstery cleaning.
This service is for cleaning of upholstery other than basic chairs, or for fabric covered walls.

2.25/sqft

Provide hourly cost for emergency, on-call cleanup events.
This service could include cleanup of bodily fluids like urine, vomit and/or feces, but could also be for help with a flooded carpet or other cleanup. This would apply to any of the facilities covered under this agreement. This could be for a restroom, courtroom, office or hallway.

55.00/hr

Provide hourly cost for a quick response, on-call cleanup event.
This service could include any other substances not covered by the emergency cleanups. This would apply to any of the facilities covered under this agreement. This could be for a restroom, courtroom, office or hallway.

95.00/hr

Provide cost per square foot for as-needed machine scrub/wax.

.25/sqft

Provide cost below for any other services offered either in hourly or square footage cost basis.

Window Cleaning 55.00/hr
Pressure Washing 55.00/hr

Intermountain Cleaning also offers property managment for several buildings in Eastern Washington. These projects are bid based on needs at the buildings and specifics for the client.

EXHIBIT E

EXHIBIT E

BID FORM

To: BENTON COUNTY FACILITIES
BENTON COUNTY, WASHINGTON

The undersigned hereby certifies that ABM Industry Groups, LLC has carefully read all bid documents, including the Invitation for Bids and Specifications, and thoroughly understands the same and hereby submits the following bids for the provision of such services.

Please submit your bid as a total amount for thirty-six (36) months without sales tax on this form.

One million, five hundred sixty-one thousand, seven hundred seventy-nine dollars and seventy-two cents ($ 1,561,779.72)

(Bid amount in words and numbers)

FIRM NAME: ABM Industry Groups, LLC / single member LLC

ADDRESS: 16 E. Columbia Dr., Kennewick, WA 99336

STATE OF INCORPORATION (if a Corporation): Delaware

SIGNATURE(s) OF AUTHORIZED OFFICIAL(s):

Signature: Deborah Cole Telephone: 509.582.9776

Name: Deborah Cole Title: District Manager

Signature: _____ Telephone: _____

Name: _____ Title: _____

CONTACT PERSON:

Deborah Cole Telephone: 509.582.9776

EMAIL ADDRESS: deborah.cole@abm.com

NOTE: 1) Indicate after firm name if submitter is proprietorship, partnership, or corporation.
2) Type or print name of person signing below signature and designate position or office (e.g.) managing partner, president, sales manager, etc.
3) The supplemental page(s) must also be completed in full as part of the bid form

A. **LIST PROPOSED MONTHLY COST FOR EACH BUILDING/SECTION INCLUDING TAX.**

Benton County Justice Center (Kennewick) – 95,505 SF

Total Price Per Month: $17,717.44 Day Porter Per Month: $1,956.59

Total Price Per SF including Day Porter: $0.2060

Benton County Sheriff's Office in Justice Center (Kennewick) – 16,517 SF

Total Price Per Month: $3,115.11 Total Price Per SF: $0.1886

Benton County Jail Lobby and Admin Offices (Kennewick) – 5,971 SF

Total Price Per Month: $1,382.88 Total Price Per SF: $0.2316

Benton County Health District (Kennewick) – 39,454 SF

Total Price Per Month $7,093.83 Total Price Per SF: $0.1798

Benton County Annex (Kennewick) – 11,500 SF

Total Price Per Month: $1,978.00 Total Price Per SF: $0.1720

Benton County Courthouse (Prosser) – 28,855 SF

Total Price Per Month $5,865.03 Day Porter Per Month: $1,002.46

Total Price Per SF including Day Porter: $0.2380

Benton County Planning (Prosser) – 3,563 SF

Total Price Per Month: $643.83 Total Price Per SF: $0.1807

Benton County WSU Extension (Prosser) – 1,400 SF

Total Price Per Month: $538.86 Total Price Per SF: $0.3849

Benton County Coroner's Office (Kennewick) – 1,467 SF

Total Price Per Month: $383.47 Total Price Per SF: $0.2614

Prosser Road Maintenance Shop (Prosser) – 1,900 SF

Total Price Per Month: $191.14 Total Price Per SF: $0.1006

Kennewick Road Maintenance Shop (Kennewick) – 1,900 SF

Total Price Per Month: $191.14 Total Price Per SF: $0.1006

Benton County Public Services Building on Wiser (Kennewick) – 7,833 SF

Total Price Per Month: $1,322.99 Total Price Per SF: $0.1689

Grand Total Price Per Month Including Day Porter – 215,865 SF

(Total of all buildings and Day Porter Monthly costs combined)

Total Price Per Month: $43,382.77 Total Price Per SF: (rounded) $0.2010

ADDENDUM ACKNOWLEDGMENT
Receipt is hereby acknowledged of Addendum No(s). 1, 2, & 3.

DISCRETIONARY SERVICES

Provide cost per square foot for as-needed carpet cleaning. $0.14
This could be the result of a spill, an area not normally cleaned under the contract, or a high traffic area that needs additional cleaning. This would apply to any facility covered under this contract.

Provide cost per chair for as-needed upholstery cleaning. $10.00

Provide cost per square foot for as-needed upholstery cleaning. $1.00
This service is for cleaning of upholstery other than basic chairs, or for fabric covered walls.

Provide hourly cost for emergency, on-call cleanup events. $45.00
This service could include cleanup of bodily fluids like urine, vomit and/or feces, but could also be for help with a flooded carpet or other cleanup. This would apply to any of the facilities covered under this agreement. This could be for a restroom, courtroom, office or hallway.

Provide hourly cost for a quick response, on-call cleanup event. $35.00
This service could include any other substances not covered by the emergency cleanups. This would apply to any of the facilities covered under this agreement. This could be for a restroom, courtroom, office or hallway.

Provide cost per square foot for as-needed machine scrub/wax. $0.28

Provide cost below for any other services offered either in hourly or square footage cost basis.

EXHIBIT E

BID FORM

To: BENTON COUNTY FACILITIES
BENTON COUNTY, WASHINGTON

The undersigned hereby certifies that Dura-Shine Clean LLC has carefully read all bid documents, including the Invitation for Bids and Specifications, and thoroughly understands the same and hereby submits the following bids for the provision of such services.

Please submit your bid as a total amount for thirty-six (36) months without sales tax on this form.

One Million Six hundred fifty three thousand six hundred ninety seven and 80/100 ($ 1,653,697.80)
(Bid amount in words and numbers)

FIRM NAME: Dura-Shine Clean LLC

ADDRESS: PO Box 2754, Pasco, WA 99302

STATE OF INCORPORATION (if a Corporation): Washington State

SIGNATURE(s) OF AUTHORIZED OFFICIAL(s):

Signature: _____ Telephone: (509)543-9608

Name: Carlos Martinez Title: CEO/OWNER

Signature: _____ Telephone: _____

Name: _____ Title: _____

CONTACT PERSON:

Carlos Martinez Telephone: (509)492-1611

EMAIL ADDRESS: carlos@dura-shineclean.com

NOTE: 1) Indicate after firm name if submitter is proprietorship, partnership, or corporation.
2) Type or print name of person signing below signature and designate position or office (e.g.) managing partner, president, sales manager, etc.
3) The supplemental page(s) must also be completed in full as part of the bid form.

A. **LIST PROPOSED MONTHLY COST FOR EACH BUILDING/SECTION INCLUDING TAX.**

Benton County Justice Center (Kennewick) – 95,505 SF

Total Price Per Month: 21,011.10 Day Porter Per Month: 3031.00

Total Price Per SF including Day Porter: 0.22

Benton County Sheriff's Office in Justice Center (Kennewick) – 16,517 SF

Total Price Per Month: 3138.23 Total Price Per SF: 0.19

Benton County Jail Lobby and Admin Offices (Kennewick) – 5,971 SF

Total Price Per Month: 1134.49 Total Price Per SF: 0.19

Benton County Health District (Kennewick) – 39,454 SF

Total Price Per Month: 7496.26 Total Price Per SF: 0.19

Benton County Annex (Kennewick) – 11,500 SF

Total Price Per Month: 2185.00 Total Price Per SF: 0.19

Benton County Courthouse (Prosser) – 28,855 SF

Total Price Per Month: 6925.20 Day Porter Per Month: 1515.50

Total Price Per SF including Day Porter: 0.24

Benton County Planning (Prosser) – 3,563 SF

Total Price Per Month: 890.75 Total Price Per SF: 0.25

Benton County WSU Extension (Prosser) – 1,400 SF

Total Price Per Month: 350.00 Total Price Per SF: 0.25

Benton County Coroner's Office (Kennewick) – 1,467 SF

Total Price Per Month: 366.75 Total Price Per SF: 0.25

Prosser Road Maintenance Shop (Prosser) – 1,900 SF

Total Price Per Month: 475.00 Total Price Per SF: 0.25

Kennewick Road Maintenance Shop (Kennewick) – 1,900 SF

Total Price Per Month: 475.00 Total Price Per SF: 0.25

Benton County Public Services Building on Wiser (Kennewick) – 7,833 SF

Total Price Per Month: 1488.27 Total Price Per SF: 0.19

Grand Total Price Per Month Including Day Porter – 215,865 SF

(Total of all buildings and Day Porter Monthly costs combined)

Total Price Per Month: 45936.05 Total Price Per SF: 0.2127

ADDENDUM ACKNOWLEDGMENT
Receipt is hereby acknowledged of Addendum No(s). 1, 2, & 3.

DISCRETIONARY SERVICES

Provide cost per square foot for as-needed carpet cleaning. 0.16
This could be the result of a spill, an area not normally cleaned under the contract, or a high traffic area that needs additional cleaning. This would apply to any facility covered under this contract.

Provide cost per chair for as-needed upholstery cleaning. $10.00

Provide cost per square foot for as-needed upholstery cleaning. 0.50
This service is for cleaning of upholstery other than basic chairs, or for fabric covered walls.

Provide hourly cost for emergency, on-call cleanup events. $75.00
This service could include cleanup of bodily fluids like urine, vomit and/or feces, but could also be for help with a flooded carpet or other cleanup. This would apply to any of the facilities covered under this agreement. This could be for a restroom, courtroom, office or hallway.

Provide hourly cost for a quick response, on-call cleanup event. $ 35.00
This service could include any other substances not covered by the emergency cleanups. This would apply to any of the facilities covered under this agreement. This could be for a restroom, courtroom, office or hallway.

Provide cost per square foot for as-needed machine scrub/wax. 0.25

Provide cost below for any other services offered either in hourly or square footage cost basis.

EXHIBIT E

BID FORM

To: BENTON COUNTY FACILITIES
BENTON COUNTY, WASHINGTON

The undersigned hereby certifies that Sparkling Sensation, Inc. has carefully read all bid documents, including the Invitation for Bids and Specifications, and thoroughly understands the same and hereby submits the following bids for the provision of such services.

Please submit your bid as a total amount for thirty-six (36) months without sales tax on this form.

Three Million, Seven Hundred Thirty Five Thousand, One Hundred Forty Four ($ 3,735,144.00)
(Bid amount in words and numbers)

FIRM NAME: Sparkling Sensation, Inc.

ADDRESS: 101603 N Billings Ct, West Richland, WA 99353

STATE OF INCORPORATION (if a Corporation): Washington

SIGNATURE(s) OF AUTHORIZED OFFICIAL(s):

Signature: Gregory J. Sullivan Telephone: 509-438-0603

Name: Gregory Sullivan Title: President

Signature: _____ Telephone: _____

Name: _____ Title: _____

CONTACT PERSON:

Gregory Sullivan Telephone: 509-438-0603

EMAIL ADDRESS: greg@sparklingsensationinc.com

NOTE: 1) Indicate after firm name if submitter is proprietorship, partnership, or corporation.
2) Type or print name of person signing below signature and designate position or office (e.g.) managing partner, president, sales manager, etc.
3) The supplemental page(s) must also be completed in full as part of the bid form.

A. **LIST PROPOSED MONTHLY COST FOR EACH BUILDING/SECTION INCLUDING TAX.**

Benton County Justice Center (Kennewick) – 95,505 SF

Total Price Per Month: $46,399.00 Day Porter Per Month: $3,655.00

Total Price Per SF including Day Porter: $0.52

Benton County Sheriff's Office in Justice Center (Kennewick) – 16,517 SF

Total Price Per Month: $6,549.00 Total Price Per SF: $0.40

Benton County Jail Lobby and Admin Offices (Kennewick) – 5,971 SF

Total Price Per Month: $2,585.00 Total Price Per SF: $0.43

Benton County Health District (Kennewick) – 39,454 SF

Total Price Per Month: $17,808.00 Total Price Per SF: $0.45

Benton County Annex (Kennewick) – 11,500 SF

Total Price Per Month: $3,452.00 Total Price Per SF: $0.30

Benton County Courthouse (Prosser) – 28,855 SF

Total Price Per Month: $11,780.00 Day Porter Per Month: $1,828.00

Total Price Per SF including Day Porter: $0.47

Benton County Planning (Prosser) – 3,563 SF

Total Price Per Month: $1,198.00 Total Price Per SF: $0.34

Benton County WSU Extension (Prosser) – 1,400 SF

Total Price Per Month: $1,009.00 Total Price Per SF: $0.72

Benton County Coroner's Office (Kennewick) – 1,467 SF

Total Price Per Month: $759.00 Total Price Per SF: $0.52

Prosser Road Maintenance Shop (Prosser) – 1,900 SF

Total Price Per Month: $905.00 Total Price Per SF: $0.48

Kennewick Road Maintenance Shop (Kennewick) – 1,900 SF

Total Price Per Month: $905.00 Total Price Per SF: $0.48

Benton County Public Services Building on Wiser (Kennewick) – 7,833 SF

Total Price Per Month: $4,922.00 Total Price Per SF: $0.63

Grand Total Price Per Month Including Day Porter – 215,865 SF

(Total of all buildings and Day Porter Monthly costs combined)

Total Price Per Month: $103,754.00 Total Price Per SF: $5.74

ADDENDUM ACKNOWLEDGMENT
Receipt is hereby acknowledged of Addendum No(s). 1, 2, & 3.

DISCRETIONARY SERVICES

Provide cost per square foot for as-needed carpet cleaning. $0.40
This could be the result of a spill, an area not normally cleaned under the contract, or a high traffic area that needs additional cleaning. This would apply to any facility covered under this contract.

Provide cost per chair for as-needed upholstery cleaning. $7.00

Provide cost per square foot for as-needed upholstery cleaning. $3.00
This service is for cleaning of upholstery other than basic chairs, or for fabric covered walls.

Provide hourly cost for emergency, on-call cleanup events. $70.00
This service could include cleanup of bodily fluids like urine, vomit and/or feces, but could also be for help with a flooded carpet or other cleanup. This would apply to any of the facilities covered under this agreement. This could be for a restroom, courtroom, office or hallway.

Provide hourly cost for a quick response, on-call cleanup event. $70.00
This service could include any other substances not covered by the emergency cleanups. This would apply to any of the facilities covered under this agreement. This could be for a restroom, courtroom, office or hallway.

Provide cost per square foot for as-needed machine scrub/wax. $0.70

Provide cost below for any other services offered either in hourly or square footage cost basis.

SERVICE CONTRACT

BENTON COUNTY
SERVICE CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **INTERMOUNTAIN CLEANING SERVICE, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 515 N. 20th Ave. Yakima, WA 98902 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

Exhibit A – Invitation to Bid
Exhibit B – Negotiated Janitorial Specifications
Exhibit C – Benton County Janitorial Specification Supplemental Information
Exhibit D – Building Floor Plans
Exhibit E – Bid Form
Exhibit F – Benton County Background Check Authorization and Release Form
Exhibit G – Assurance of Non-Discrimination
Exhibit H – Affidavit of Non-Collusion
Exhibit I – Addendums 1, 2, and 3
Exhibit J – Certificate of Liability Insurance
Exhibit K – Certificate of Workers' Compensation Coverage
Exhibit L – Prevailing Wage Information

2. DURATION OF CONTRACT

The term of this Contract shall begin on February 3, 2020 and shall expire on February 2, 2023 The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide Janitorial Services at various Benton County locations detailed herein. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit B, Negotiated Janitorial Specifications, and in Exhibit C, Benton County Janitorial Specification Supplemental Information which are attached hereto and incorporated herein by reference.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

d. The COUNTY does not guarantee utilization of the "As needed Service" portion this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

g. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Jamie Fate
Address:	515 N. 20th Ave. Yakima, WA 98902
Phone:	509-575-5638
Email:	jamie@intermountaincleaning.net

b. For COUNTY:

Name:	Kirk Engle – Facilities Manager Jeff Jones – Assistant Facilities Manager
Address:	7122 W. Okanogan Place Kennewick, WA 99336
Phone:	509-222-2309 509-222-3799
Email:	kirk.engle@co.benton.wa.us Jeff.jones@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat monthly fee of Thirty-Four Thousand One Hundred Eighty-Nine Dollars and 90/100 ($34,189.90), excluding W.S.S.T., in accordance with Exhibit E, BID FORM, which is attached hereto and incorporated herein by reference.

b. For the "Discretionary Services" also known as "As-Needed Services", as mentioned in Exhibit E, Bid Form, performed under this Contract, the maximum total amount payable by the COUNTY to the CONTRACTOR shall not exceed Fifteen Thousand Dollars ($15,000.00), excluding W.S.S.T.

c. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One Million Two Hundred Forty-Five Thousand Eight Hundred Thirty-Six and 40/100 ($1,245,836.40), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to

the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

d. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

e. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.

f. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the

COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

8. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, 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 or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of

any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

The commercial general liability policy must contain an endorsement naming the COUNTY 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 COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S

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

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

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

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

d. **Other Insurance Provisions:**

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

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

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except

with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in

writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4.

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

11. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

12. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

13. CHOICE OF LAW AND JURISDICTION

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

14. SUCCESSORS AND ASSIGNS

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

15. TERMINATION

The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

16. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages referred to in Exhibit L, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

17. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, or the presence of any sensory, mental, or physical disability.

18. DISPUTES

Disputes over the CONTRACTOR’s performance shall be promptly addressed

in writing by the aggrieved party in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTY. However, subcontracting is allowed for Parking Lot Cleaning, Side Walk Cleaning, and Brush Mowing Services Only.

20. ENTIRE AGREEMENT

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

21. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

22. SEVERABILITY

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

23. LITIGATION HOLD NOTICE

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

24. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR 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 COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

26. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of

this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

27. BENTON COUNTY BACKGROUND CHECK

a. The CONTRACTOR, its employees, subcontractors, and employees who will be working onsite are required to complete in full the Security Background Check form attached hereto and referenced herein as Exhibit D. Successful completion of the background check, as determined by COUNTY, is required prior to the first day of work or entry into the jail. The completed form should be emailed to Linda.Finley@co.benton.wa.us or faxed to 509-222-3745 attention: Linda Finley. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTY said employees fail the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. Finally, if the CONTRACTOR, its employees, subcontractors, or their employees discover that a friend or family member is in the jail' s custody they must immediately notify jail staff.

b. In addition to the above, prior to performance hereunder, the CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite will present themselves, their government issued identification and a check, cash or money order for $34.25 for livescan, or $71.25 if required to ink roll the finger print, to the Records Staff at the Benton County Sheriff's Office. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Undersheriff for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a CONTRACTOR employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the County network and the majority of computers within the Jail and Sheriff's facility.

Prior to performance hereunder, CONTRACTOR, its employees, subcontractors, and their employees shall complete CJIS Online training. This is a web based training accessible from any computer. Contractor shall provide a contact for their company who will monitor and make sure backgrounded employees have completed training.

If this training has been taken previously for another criminal justice agency, it will not need to be repeated as the Records Sergeant will be able to locate the employee names online. CONTRACTOR shall provide Linda Finley at Linda.Finley@co.benton.wa.us the contact information for the individual who will monitor and ensure employee training is complete. Ms. Finley will then provide this individual with the website and instructions for completing training.

Should the COUNTY determine any individuals performing work hereunder are required to be escorted at all times within the facility, the escort must be ACCESS certified or have taken the CJIS Online Course and have a fingerprint based criminal history check.

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

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

Date:_____

BENTON COUNTY

Chairman
Benton County Board of County Commissioners

Approved as to Form:

Eric Andrews, Civil Deputy Prosecuting Attorney

Date: 12-20-2019

INTERMOUNTAIN CLEANING SERVICE, INC.

Signature

PRESIDENT

Title:

MILTON COOPER

PRINTED NAME

EXHIBIT A
BENTON COUNTY

INVITATION FOR BIDS – CB 19-15
JANITORIAL SERVICES

TO ALL INTERESTED PARTIES:

Benton County (Owner) is soliciting bids for the provision of janitorial services for designated portions of the following buildings;

- Benton County Justice Center, 7122 W. Okanogan Pl., Kennewick, WA;
- Benton County Health District Bldg. (including Human Services and WSU Extension), 7102 W. Okanogan Pl., Kennewick, WA;
- Benton County Annex, 5600 W. Canal Drive, Kennewick, WA;
- Benton County Coroner's Office, 7110 W. Okanogan Pl., Kennewick, WA;
- Richland Auditor's Office, 101 Wellsian Way, Suite E, Richland, WA;
- Benton County Courthouse, 620 Market Street, Prosser, WA;
- Benton County Planning, 1002 Dudley Ave., Prosser, WA;
- Benton County WSU Extension, 1121 Dudley Ave., Prosser, WA;
- Prosser Road Maintenance Shop, 14303 N. Hinzerling Road, Prosser, WA.,
- Kennewick Road Maintenance Shop, 102808 E. Wiser Parkway, Kennewick, WA;
- Benton County Public Services Building, 102206 E Wiser Parkway, Kennewick

This document and all other documents and materials enclosed herewith constitute an invitation to submit bids only and do not represent an offer to procure services by Benton County. Bids submitted in response hereto shall constitute offers to contract with Benton County, and only upon resolution by the Board of County Commissioners accepting such an offer, and execution of a contract, shall contractual commitments be created. Specifications and bid forms are set forth in the attached documents.

CONDITIONS

Benton County reserves the right to reject all bids and discontinue the bid process if it determines that such course of action is in the best interests of the County.

Each bid must be submitted on or in a format matching the forms provided. All portions thereof must be completed in ink or mechanical means, setting forth all information requested.

Bids must be executed by a person or persons legally authorized to execute such documents in behalf of the bidding entity, with the name and the title of the person signing clearly printed below the signature.

No oral, telegraphic, emailed, or facsimile transmission bids or modifications of bids will be accepted.

Bids may be withdrawn upon the written request of the submitter at any time prior to the time set for the bid opening. Notification of withdrawals must be provided by mail or in person to the bid opening location. Bids shall become the property of Benton County upon receipt. No bid may be withdrawn or modified after the time set for the opening of the bids unless the award of the Contract is delayed for a period exceeding thirty (30) days following the opening of bids. In the event of such an occurrence, the County will advise all bidders of the circumstances and provide direction on how this bid process will be concluded.

Each submitter is responsible for contacting Kirk Engle, Facilities Manager (509) 222-2309 or Kirk.Engle@co.benton.wa.us for clarification or correction of any ambiguity, omission, inconsistency, or error discovered in any of the documents, and failure to do so shall not permit the withdrawal or alteration of a bid once received and opened.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, sexual orientation, handicap, or national origin in consideration for an award.

Bid packets will be available on or after October 23, 2019 on the Benton County's Website, at the office of the Benton County Commissioners, 620 Market Street, Prosser, WA, (509) 786-5600 and the office of Benton County Facilities, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336, (509) 783-3118 or you may request a copy of the bid packet from Kirk Engle, Facilities Manager, (509) 222-2309 or at Kirk.Engle@co.benton.wa.us

Bids must be in an opaque sealed envelope, which shall be clearly marked "Sealed Bid – Janitorial Services CB 19-15" and show the name and address of the bidder, and if mailed or sent via other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" and shall be addressed as follows:

Kirk Engle
Benton County Facilities
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

Sealed bids will be received until **3:30 PM on Thursday, October 31, 2019** at the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. A, 2nd Floor, Commissioners Conference Room, Kennewick, WA. Bids received after the stated time will not be accepted. The bids will be publicly opened by representatives of Benton County at **3:30 PM on Thursday, October 31, 2019** at the above stated location. The Owner reserves the right to reject any or all bids or to waive minor technical errors in the bidding. No bids shall be withdrawn for a period of 30 days subsequent to opening of bids without the written consent of the Owner.

Dated this 4th day of October 2019.

Approved as to Form:

Eric Andrews, Deputy Prosecuting Attorney
Benton County, Washington

Orig: File – CB 19-15
cc: Facilities

EXHIBIT B

BENTON COUNTY WASHINGTON

NEGOTIATED JANITORIAL SPECIFICATIONS

Location and Task	Weekly	Monthly	Qrtrly	Semi-Annual
All Office Space				
Clean counters, tables, windowsills, doors, door jambs, kickplates, and other horizontal surfaces to remove spills and smudges	5x			
Dust mop and spot clean all hard floor surfaces to remove spillage and scuffs	5x			
Health District building - All medical exam rooms shall have floors swept or vacuumed, then mopped with a disinfectant cleaner	5x			
Empty all waste and recycling receptacles, install new liner, return to original location	3x MWF			
Carpets to be vacuumed in high traffic areas such as hallways, corridors, etc. and spots removed	5x			
Spot clean and remove finger marks, smudges and scuffs from doors, hardware, doorframes, walls, partitions, etc.	5x			
Check for burned out lights, plumbing issues, and other damage and report to building management	5x			
Spot clean door glass and relites	5x			
Empty shredding wastebaskets if present	1x			
Dust all counters, ledges, desks, chairs, tables, file cabinets, picture frames, telephones, and other flat surfaces that are within reach	1x			
Carpets to be vacuumed in normal traffic areas such as under desks, counters, tables and spots removed	1x			
Interior office partition windows washed				1x
Vacuum all perimeter edges of carpet including behind doors, next to walls, etc.		1x		
Dust miniblinds			1x	
Dust and remove cobwebs from all exterior lighting inside the building overhangs			1x	
Shampoo carpets in high traffic areas such as corridors, hallways, waiting rooms, courtrooms, conference rooms, entryways, fine payment rooms, bailiff's office, jury rooms, doorways, etc.			1x	
Wax, polish and/or buff hard floor surfaces to maintain a glossy finish			1x	
Dust all ceiling vent diffusers, grills, and lights				1x
Shampoo all other carpets outside monthly schedule. Including offices, meeting rooms, training rooms, etc.				1x
Strip and refinish all hard surface floors				1x
Clean and oil oak wood				1x
Wash plastic carpet protectors				1x

Location and Task	Weekly	Monthly	Qrtrly	Semi-Annual
Common Areas, Entrances, Lobbies, Stairwells, Elevators, Exterior				
Vacuum and/or damp mop all floors	5x			
Clean all entry glass, metal, and wood surfaces	5x			
Remove any spots and marks off walls and floors	5x			
Report any fixture, light, or other item that is not working to building management	5x			
Wipe down entry guards desk(s)	5x			
Check stairwells for trash, spot clean as needed	5x			
Wipe down all elevator doors, jambs, thresholds, and elevator call buttons	5x			
Empty interior/exterior waste and recycling receptacles, install new liner	5x			
Polish and clean all drinking fountains	5x			
Wipe down all benches	5x			
Wipe down stairwell handrails	1x			
Dust all horizontal and vertical surfaces, remove cobwebs	1x			
Sweep stairwells	1x			
Wax, polish and/or buff hard floor surfaces to maintain a glossy finish	1x			
Dust and spot clean all directory signs, boards, etc.		1x		
Clean out and vacuum all elevator thresholds and tracks on each floor		1x		
Clean out all door thresholds		1x		
Clean all relights, extinguisher cabinets, and office signs		1x		
Mop stairwells		1x		
Clean all baseboards			1x	
Vacuum vertical fabric surfaces			1x	
Clean all exterior windows and ledges including courtyards by hand via rope drop or lift. Remove hard water spots and cobwebs. Pressure washing not preferred			1x - three times yr.	
Clean off all exterior window ledges of all dirt, cobwebs (including can lights), and trash			1x	
Dust all ceiling vent diffusers, grills, and lights			1x	
Clean all interior windows and wipe down sills				1x
Janitorial rooms				
Organize and maintain in good condition	5x			
Take all trash/recycling to dumpsters	5x			
Keep all janitorial carts, equipment, etc. neat and orderly	5x			
Clean out, mop, dust, and organize	1x			

Location and Task	Weekly	Monthly	Qrtrly	Semi-Annual
Restrooms and Showers				
Restock all paper products and soap	5x			
Empty all waste receptacles, install new liner, return to original location	5x			
Empty and clean sanitary napkin disposal units and replace liner	5x			
Clean and disinfect all parts of toilets, urinals, sinks, fixtures, partitions, countertops, and walls around each fixture - remove all stains, scale, etc.	5x			
Spot clean all hard wall and partition surfaces	5x			
Clean and/or polish all fixtures - stainless stalls, dispensers, shelves, door handles, kick plates, mirrors, etc.	5x			
Report any fixture or light that is not working to building management	5x			
Dust then wet mop all hard floors with disinfectant cleaner	5x			
Clean showers	5x			
Scrub walls, tile, etc. in showers	1x			
Dust all surfaces	1x			
Pour clean water down shower and floor drains	1x			
Dust vents and grills		1x		
Fully clean all hard wall and partition surfaces		1x		
Scrub all floors and reseal or apply applicable finish		1x		
Disinfect and polish/scrub and/or buff restroom floors			1x	
Strip all hard surface floors and reseal or apply applicable finish				1x
Kitchens / Breakrooms / Classrooms / Labs				
Wipe down and sanitize all horizontal surfaces - tables, counters, backsplash, etc.	5x			
Empty all trash and recycling receptacles, install new liner, and return to original location	5x			
Dry and wet mop floors with disinfectant	5x			
Clean all empty sinks	5x			
Report any fixture or light that is not working to building management	5x			
Restock all paper products and soap	5x			
Scrub all floors and reseal or apply applicable finish		1x		
Strip all hard surface floors and reseal or apply applicable finish				1x

Location and Task	Weekly	Monthly	Qrtrly	Semi-Annual
Kennewick and Prosser Road Shops				
Empty all trash receptacles, install new liner, and return to original location	1x			
Dry and wet mop floors with disinfectant	1x			
Vacuum and/or damp mop all floors	1x			
Dust all surfaces including counters, ledges, desks, chairs, tables, file cabinets, picture frames, telephones, and other flat surfaces that are within reach	1x			
Clean counters and sinks in all lunchrooms, break rooms, coffee bars, etc.	1x			
Refill and restock all dispensers in restrooms, lunchrooms, break rooms, etc.	1x			
Vacuum and/or sweep entry mats	1x			
Wash entrance door glass	1x			
Wash all drinking fountains	1x			
Clean all restrooms to restroom specs listed above	1x			
Scrub, renew, buff all hard surface floors			1x	
Strip and wax floors				1x
Benton County Coroners Office and Richland Auditor's Office - 2X WEEK				
Full spec office, restroom, corridor, etc. cleaning as per above - ONLY TUESDAYS AND THURSDAYS	2X			

AGENDA ITEM		TYPE OF ACTION			
Meeting Date :	January 7, 2020	Execute Contract :	x	Consent Agenda :	x
Subject :	Contract for Fencing fabrication and installation	Pass Resolution :	x	Public Hearing :	
Prepared by :	KAE	Pass Ordinance :		1st Discussion :	
Reviewed by :		Pass Motion :		2nd Discussion :	
		Other :		Other :	

BACKGROUND INFORMATION

In 2019 Risk Management, with help of the Benton County Sheriff's Office, performed a security assessment of the Justice Center. One of the items that was pointed out in the assessment was the need to secure an area outside of the Command Staff Office's. Facilities has determined that it would best be secured by installing a commercial grade iron fence across the opening to that area.

SUMMARY

Installation of security fence at the Benton County Justice Center

RECOMMENDATION

The Risk & Facilities Manager recommend approving the installation of the security fence.

FISCAL IMPACT

Not to exceed $2406.64 excluding WSST.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING AND EXECUTING A FENCING FABRICATION AND INSTALLATION CONTRACT FOR BENTON COUNTY JUSTICE CENTER TO IRONESQUE IRON WORK

WHEREAS, per Resolution 2012-677, The Board of Benton County Commissioners approved a County-Wide Procurement, Leasing, and Contracting Policy and per section 3.4.1 (Public Works Contracts less than $40,000), county departments shall solicit at least 3 contractors from the appropriate small public works roster; and

WHEREAS, the Facilities Manager solicited the following contractors to Fabricate and Install Fencing at the Benton County Justice Center:

1. Ironesque Iron Work, IRONEI*920LT – $2,406.64
2. Frontier Fence Inc., FRONT*258BH - $2,614.00
3. Rick's Custom Fencing and Decking, RICKSCF99KB - $2,756.50

WHEREAS, Ironesque Iron Work, Kennewick, WA was determined to be the lowest responsible bidder and it is recommended that Benton County enter into a contract for Fencing Fabrication and Installation at the Benton County Justice Center with Ironesque Iron Work in the amount not to exceed of $2,406.64 plus Washington State Sales Tax (WSST); **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and hereby awards the contract and approves entering into a Public Works contract for Fencing Fabrication and Installation at the Benton County Justice Center with Ironesque Iron Work in the amount not to exceed of $2,406.64 plus Washington State Sales Tax (WSST); and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby authorizes the Chairman of the Board to sign the attached contract for Fencing Fabrication and Installation at the Benton County Justice Center with Ironesque Iron Work in the amount not to exceed $2,406.64 plus WSST,

BE IT FURTHER RESOLVED the term of the attached contract commences upon the execution by the County Commissioners and shall expire on February 28, 2020.

Dated this . . . . . day of ....., 2020.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County

Commissioners of Benton County, Washington

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

Orig.: File – Facilities
cc: Auditors; S.Araiza;

K. Engle

BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **IRONESQUE IRON WORK**, a corporation organized under the laws of the State of Washington with its principal offices at 204 E Kennewick Ave., Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A – Installation Map
b. Exhibit B – Ironesque Iron Works Bid
c. Exhibit C – Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin upon the execution by the County Commissioners and shall expire on February 28, 2020. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services for Benton County at the Benton County Justice Center:

CONTRACTOR shall fabricate powder coated fencing with a single gate as provided in EXHIBIT B, and shall provide all the tools, equipment, and labor to install said fencing at the location provided in EXHIBIT A, Installation Map.

a. In the event that the requested work encompasses work that is legally required to be completed by another type of

contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

g. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Juli Molvik
Address:	204 E Kennewick Ave, Kennewick, WA 99336
Phone:	509-582-4767
Email:	iqironjuli@charter.net

b. For COUNTY:

Name:	Kirk Engle
Address:	7122 W Okanogan Pl Kennewick, WA 99336
Phone:	509-222-2309
Email:	kirk.engle@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee of Two Thousand Four Hundred Six dollars and 64 cents ($2,406.64), excluding W.S.S.T., in accordance with Exhibit B, Ironesque Iron Work Bid which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Two Thousand Four Hundred Six dollars and 64 cents ($2,406.64) excluding W.S.S.T.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.

e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

8. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, 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 or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but

are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employer's liability.

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

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability

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

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

The commercial general liability policy must contain an endorsement naming the COUNTY 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 COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR

from claims that may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

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

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

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are

completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance

maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4.

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

11. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete

responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

12. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

13. CHOICE OF LAW AND JURISDICTION

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

14. SUCCESSORS AND ASSIGNS

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

15. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that

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

16. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit C, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, or the presence of any sensory, mental, or physical disability.

19. DISPUTES

Disputes over the CONTRACTOR’s performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the

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

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTY.

21. ENTIRE AGREEMENT

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

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

23. SEVERABILITY

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

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

24. LITIGATION HOLD NOTICE

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

25. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR 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 COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. **CONFIDENTIALITY**

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

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

Date: _____

BENTON COUNTY

Chairman
Benton County Board of County Commissioners

Approved as to Form:

Civil Deputy Prosecuting Attorney

Date: 12/13/19

IRONESQUE IRON WORK

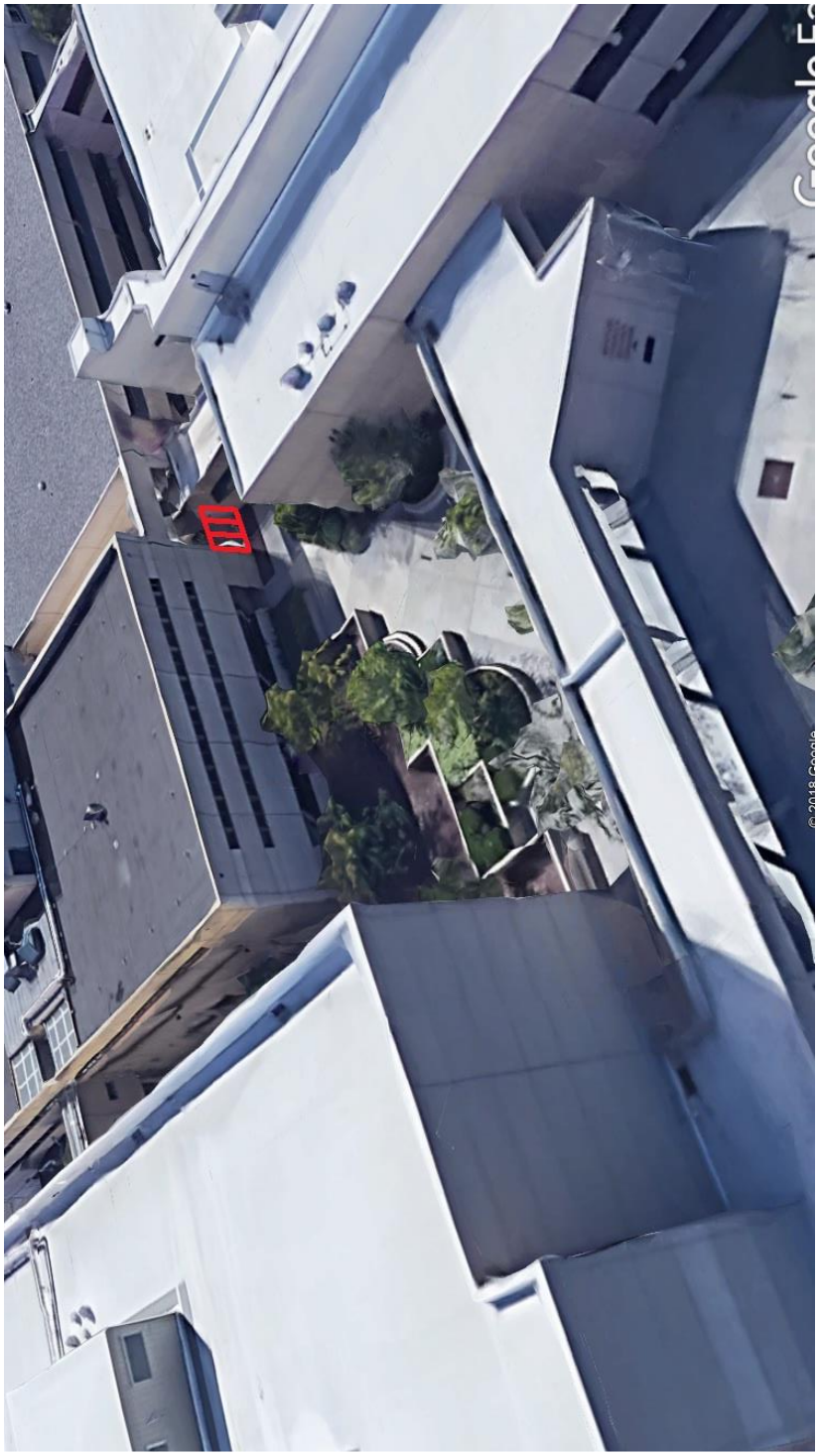
Signature

Manager V.P.
Title:

Juli Molvik
PRINTED NAME

EXHIBIT A

INSTALLATION MAP



Quote/Contract EXHIBIT B

As we work hard to prepare your quote we would appreciate if you do not share this information with competitors. Make them work as hard as what we have for you. Thank you!

IRONESQUE custom IRON WORK

Proudly been in business since 2009

Date	11/4/2019	Estimate No.	
SUBMITTED TO	COUNTY OF BENTON Attention: Kirk Engle 7122 W. Oakanagen Pl, Kennewick WA 99336	198968	**Licensed USA manufacturers** **QUALITY, EXPERIENCE, INTEGRITY** ironesque.com
Customer Contact	Kirk Engle	Job#	CUSTOM DESIGNED IRON WORK: GATES, RAILING, FENCE SPIRAL & STEEL STAIRS, SECURITY DOORS, STEEL ARBORS ALSO SPECIALIZING IN; ESTATE GATES, GATE AUTOMATION, STONE OR BLOCK COLUMNS, CUSTOM SAFES; GUN SAFES, STRONG ROOM DOORS IRON SECURITY DOORS & WINDOW GRILLS
Customer Phone	509 222 2309	Fax	
Customer E-mail	Kirk.Engle@co.benton.wa.us	Alt. Phone	OFFICE landline (509) 582-4767 — WA LIC# IRONEI*920LT, General Contractor, Manufacturers
Job Name			E-mail iqironjuli@charter.net
Job Location:			OFFICE/SHOP: 204 E Kennewick Ave, Kennewick WA 99336

Page #	Terms	Original contract	Estimator	Change Order #	Project		
	50% DOWN		Juli			Quote good for:	11/4/2019

Item	Description	Amt/ft	Total
	This quote is for custom welded, commercial grade iron work, made to order: SEE PG 2		
GATE	Flat top, two rail includes; 3/4" pickets, 2x2" steel posts 1) 42 x 6' h man gate - includes hinges and a slide latch Incl; Fence @ 6ft h (two panels each side of gate) Prof powder coat - black	12	1,750.00
Installation	Prevailing wage for; Final onsite measure, supply, delivery & installation 2 Men - 8 hrs	16	656.64
		SUB-TOTAL/s	2,406.64
Tax		*+ TAX*	206.97
NOTE:	50% down plus a copy of signed contract req for job commencement Thank you		
	Payment Terms: 50% DOWN Terms Final balance due upon Ironesque Inc. completion of items described above		2,613.61
	All work to be performed in a workman like manner. Pay Pal or Credit card payments will incur a 2.99% convenience fee.		

Progress billing will occur if contract exceeds 30 dys. Invoices past 30 days will incur a 1.5% late fee every 30 days + related late fees to include filing, court, attorney, collections, repossesion of items & or any other fees related to late payments for this contract. IRSQ requires a 50% *down or as indicated. IRSQ will not accept paid when paid terms. Approved Builders/Contractors terms as per agreement in writing. Any alteration or deviation from the above agreement, involving extra costs for material or labor will only be executed upon a C/O or written orders for the same and will become an extra charge over the sum stated in this Contract. ALL agreements must be made in writing. IRSQ will excercise the "Right to Lien" projects &/ reposess as per WA State Law Or applicable State Laws as per installation address if not paid. Death, Fire, natural disasters doesnt warrant non payment of this contract. Items are owned by Irsq until PIF. *Down payments are non-refundable.
IRSQ will invoice for 90% of the contract price for any materials & or complete orders that the buyer doesn't accept for delivery in a reasonable time after fabrication. (usually 30 days). "Submitted to" are responsible for final payment. IRSQ does not accept pay when get paid terms. If a suit or action is instituted in connection with any controversy arising out of this Contract, the parties agree that the jurisdiction & venue shall be Benton County,WA; Any disputes shall be resolved through binding arbitration per authority of RCW Chapter 7.04A; & the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney's fees. If Ironesque is sub-contracted by "others" Ironesque will persue Liens if not paid by "others" by excercising WA state right to lien laws.

INTELLECTUAL PROPERY: It is agreed that any designs, photos, drawings are the intellectual property owned by IRSQ. that MAY NOT BE REPRODUCED IN ANY FORM OR PROVIDED TO ANY PERSONS without the express written permission of IRSQ. Parties agree that any violation of these drawings will cause IRSQ to suffer damages that are impracticle to determine. IRSQ will invoice at a rate of up to $5,000 per violation & or 10-50%per job order/quote. These liquidated damages are not a penalty, but rather a resonable estimate of the amount of damages IRSQ will suffer in the event of a violation of IRSQ intellectual property rights. Any disputes will be settled in local County Court offices. All legal fees regarding this dispute will be at OWNERS expense. NB: Design drwgs are approximate & are for estimating purposes only. Detailed drawings can provided for an EXTRA FEE upon request or unless otherwise stated in quote.
ONSITE WORKERS; We ask that Ironesque Inc. employees are not to be interupted, supervised, harrassed, bullied, sworn at or physically touched when working onsite. Ironesque will persue legal action if employees are asked to do side jobs, exchange phone numbers & or supplying any information that impacts Ironesque Inc. usual business, contracts, livelyhood, before, during and after the contract is complete.

Owners responsibility to remove anything that can be damaged, blocking/hazardus within a 10 ft radius of construction zone. Damaged items/plants left within work zone is not IRSQ responsiblity. INSTALLATION; 1.Owners/Builders are responsible to ensure there is AMPLE BACKING at attachment points for all Iron work installation. 2. Ironesque is not responsible for repairs to existing aged &/faulty concrete if cracking/chipping occurs at install points. 3.CMU Block Columns (done by others) MUST BE SOLID CONCRETE FILLED for gate support. 4.Jobstie returns or Delays caused by faulty workmanship done by others that impacts IRSQ scheduling will incurr extra charges 5. DELAYS caused by unforseen site conditions wil incurr extra fees CORROSION; 1)Corrosive liquids, salt or snow melt used on/near concrete, treads & or ironwork that cause rust & or damage voids all warrantys. Snow left under, on concrete, ironwork, gates or rails that cause freeze damage voids warranty's.

Contract may be subject to change to include ADDITIONAL: Materials, labor, delays, equipment hire, incurred at time of installation caused by UNFORSEEN & UNDISCLOSED site conditions that impacts this contract. FENCES: Owners responsbile for lot pins to be clearly visible. Call local City or County for more information or contact a Surveyor. Ironesque will not accept any responsibility for any disputes relating to neighborhood, HOA, & or any ordinances or "fence boundary" disputes. Any disputes that require removal/re-install of fence/gates will be at owners expense. OWNERS REPSONSIBLITIES; Mark fence location in white (washable paint or string); -Move all underground lines,utilities, irrigation, plants, roots, gravel, rocks & anything above/below ground level in line of post/fence. EXCLUDED:- Landscaping, moving & or digging; rocks, plants, dirt, debri, gravel, concrete, unless other wise stated in this contract. ENGINEERING &/PERMITS are not included in this quote unless specified.

TEST FIT: Any changes caused by unforseen or undisclosed site conditions or made after final measurements, that cause fitting or installation issues will be an extra. POWDER COAT; Unforseen changes after p/coat is complete will incurr extra charges. Hammertones are touched up w a base color which may vary from original color. P/Coaing is sent to an independent Vendor whom is responsible for 1yr labor warranty [GATE AUTOMATION; 1 yr **service wty. included M-Sat 8-6pm; After hours rates are $95/hr. Extended wty's are available call us for more details. Equip under manufacurers wty. We rec 2 "others" be listed as point of contacts in case of emergency. Irsq wil only deal with authorized personal listed on this contract or in writing for gate system maitainance changes/servicing. [GATES; Due to settling of block fence/concrete gates may shift; 1 onsite adjustment included within 12 months as per contract date. Tampering hanging/fastening foreign items to gates/fence voids wty (warranty)

ACCEPTANCE: You are hereby authorized to furnish all materials and labor required to complete the work stated in the above quote/contract, for which signaturer agrees to pay the amount stated in the said Quote/Contract & according to the terms thereof. This contract is binding & is a AGE/AIA standard contract.

ACCEPTED BY (signature) _____ PRINT _____ DATE:_____

THANK YOU FOR SUPPORTING A VETERAN OWNED; LOCAL MANUFACTURER & MADE IN THE USA PRODUCTS. WE LOOK FOWARD TO WORKING WITH YOU!

PAGE 2
Q#198968
Benton County fence/gate
Benton County Justice Center

IRONESQUE
custom
IRON WORK
509-582-4767

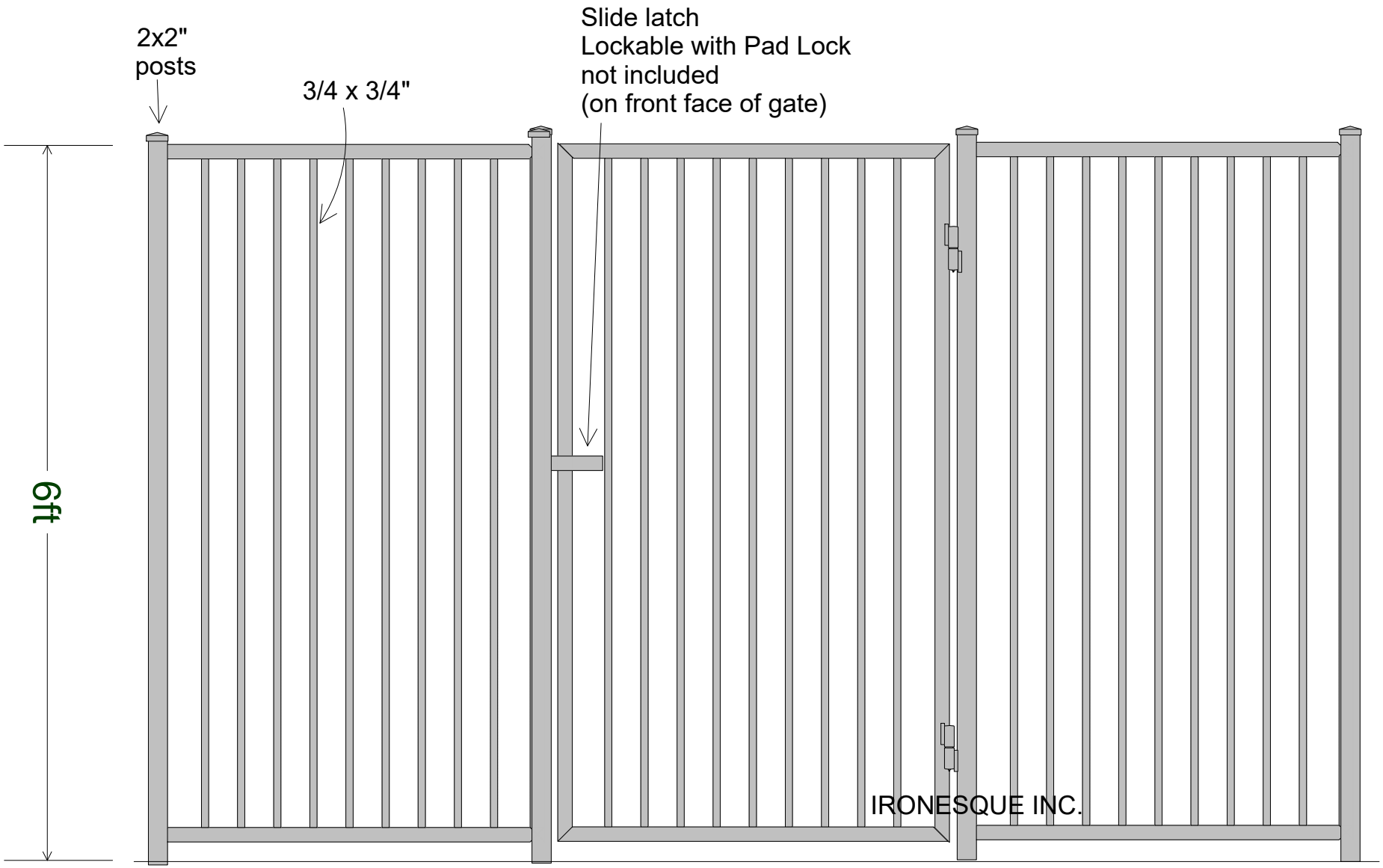


EXHIBIT C

REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR AND INDUSTRIES

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

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

> The Department of Labor & Industries prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm
>
> The publication date to use is August 29, 2019.
>
> The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Public Works Department, 620 Market Street, Prosser, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Public Works Department will mail a hard copy of the wage rates upon request. We can be reached at (509)786-5611 or (509)736-3084 or by email at publicworks@co.benton.wa.us

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	**1/7/2020**	**Execute Contract**	**X**	**Consent Agenda**	**X**
Subject:	**Bi-County Non-Barg County Contribution**	**Pass Resolution**	**X**	**Public Hearing**	
		Pass Ordinance		**1st Discussion**	
		Pass Motion		**2nd Discussion**	
Prepared by:	**L. Wingfield**	**Other**		**Other**	

BACKGROUND INFORMATION

Monthly county contribution will be $1,046.96 for Bi-County Non-Bargaining Juvenile Justice and Superior Court employees effective January 1, 2020.

SUMMARY

Same as above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners sign the Resolution approving a $1,046.96 per month county contribution for Bi-County Non-Bargaining Juvenile Justice and Superior Court employees.

FISCAL IMPACT

No supplement required

JOINT RESOLUTION

BENTON COUNTY RESOLUTION _____

FRANKLIN COUNTY RESOLUTION 2019-379

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

IN THE MATTER OF PROVIDING A BI-COUNTY NON-BARGAINING JUVENILE JUSTICE AND SUPERIOR COURT CONTRIBUTION TO EMPLOYEE INSURANCE BENEFITS FOR THE YEAR 2020

WHEREAS, the Board of Benton County Commissioners and Board of Franklin County Commissioners has determined that the Bi-County Non-Bargaining contribution to employee insurance benefits will be adjusted for calendar year 2020; **NOW THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners and Board of Franklin County Commissioners has determined that the Counties' monthly contribution for Bi-County Non-Bargaining employees insurance benefits increase from $1,045.23 per month to $1,046.96 per month effective January 1, 2020; and,

BE IT FURTHER RESOLVED, that it is mandatory that Bi-County Non-Bargaining employees be enrolled in Benton County's medical, dental, vision and life ($24,000.00) insurance plans, to receive the monthly County contribution; and,

BE IT FURTHER RESOLVED, that any unused portion of the Counties' contribution available above the mandated County's medical, dental, vision and life plan premiums may be applied to the purchase of supplemental group insurance, dependent coverage with any remainder deposited into the Bi-County Non-Bargaining employee's VEBA account; and,

BE IT FURTHER RESOLVED, that provisions in any prior resolution on this subject, are superseded by similar provisions in this Resolution and this Resolution may be rescinded or modified, at the sole discretion of the Board of Benton County Commissioners and Board of Franklin County Commissioners without notification; and,

BE IT FURTHER RESOLVED, that this resolution is not intended nor shall it be interpreted as limiting or compromising the County's "at will" employer status; and,

BE IT FURTHER RESOLVED, in the event of a conflict with prevailing law, law shall prevail.

Dated this _____ **day of** January, **2020**

Board of Benton County Commissioners

_____
Chairman

_____
Chair Pro Tem

_____
Member

Attested to by:

_____
Clerk to the Board

Dated this 17 **day of** December, **2019**

Board of Franklin County Commissioners

_____
Chairman

Approved by Brad Peck Telephonically

_____
Chair Pro Tem

_____
Member

Attested to by:

_____
Clerk to the Board

2020 SALARY SCHEDULE

ALL BI-COUNTY NON-BARGAINING

GRADE	STEPS in $..... A	B	C	D	E	F	G	H	I
27	8546	8717	9022	9338	9665	10003	10353	10715	11090
26	8139	8302	8593	8894	9205	9527	9860	10205	10562
25	7753	7908	8185	8471	8767	9074	9392	9721	10061
24	7383	7531	7795	8068	8350	8642	8944	9257	9581
23	7031	7172	7423	7683	7952	8230	8518	8816	9125
22	6697	6831	7070	7317	7573	7838	8112	8396	8690
21	6376	6504	6732	6968	7212	7464	7725	7995	8275
20	6075	6196	6413	6637	6869	7109	7358	7616	7883
19	5784	5900	6107	6321	6542	6771	7008	7253	7507
18	5508	5618	5815	6019	6230	6448	6674	6908	7150
17	5246	5351	5538	5732	5933	6141	6356	6578	6808
16	4996	5096	5274	5459	5650	5848	6053	6265	6484
15	4758	4853	5023	5199	5381	5569	5764	5966	6175
14	4532	4623	4785	4952	5125	5304	5490	5682	5881
13	4317	4403	4557	4716	4881	5052	5229	5412	5601
12	4111	4193	4340	4492	4649	4812	4980	5154	5334
11	3915	3993	4133	4278	4428	4583	4743	4909	5081
10	3728	3803	3936	4074	4217	4365	4518	4676	4840
9	3551	3622	3749	3880	4016	4157	4302	4453	4609
8	3382	3450	3571	3696	3825	3959	4098	4241	4389
7	3222	3286	3401	3520	3643	3771	3903	4040	4181
6	3069	3130	3240	3353	3470	3591	3717	3847	3982
5	2923	2981	3085	3193	3305	3421	3541	3665	3793
4	2784	2840	2939	3042	3148	3258	3372	3490	3612
3	2651	2704	2799	2897	2998	3103	3212	3324	3440
2	2525	2575	2665	2758	2855	2955	3058	3165	3276
1	2404	2452	2538	2627	2719	2814	2912	3014	3119

cc: Superior Court, Juvenile, Justice
Payroll, HR, and Stephen Hallstrom

Commissioners' Office - 1/2020

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	**1/7/2020**	**Execute Contract**	**X**	**Consent Agenda**	**X**
Subject:	**Bi-County Non-Barg County Contribution**	**Pass Resolution**	**X**	**Public Hearing**	
		Pass Ordinance		**1st Discussion**	
		Pass Motion		**2nd Discussion**	
Prepared by:	**L. Wingfield**	**Other**		**Other**	

BACKGROUND INFORMATION

2.5% COLA for Bi-County Non-Bargaining Juvenile Justice and Superior Court employees effective January 1, 2020.

SUMMARY

Same as above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners sign the Resolution approving a 2.5% COLA for Bi-County Non-Bargaining Juvenile Justice and Superior Court employees.

FISCAL IMPACT

No supplement required

JOINT RESOLUTION

BENTON COUNTY RESOLUTION _____

FRANKLIN COUNTY RESOLUTION 2019-380

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

IN THE MATTER OF PROVIDING A BI-COUNTY NON-BARGAINING JUVENILE JUSTICE AND SUPERIOR COURT A GENERAL INCREASE OF WAGES FOR THE YEAR 2020

WHEREAS, the Board of Benton County Commissioners and Board of Franklin County Commissioners has determined it is the best interest of the Counties to increase the 2020 Bi-County Non-Bargaining Salary Schedule by 2.5% effective January 1, 2020; **NOW THEREFORE,**

BE IT RESOLVED, that the Benton County Commissioners and Board of Franklin County Commissioners has determined it appropriate to grant a general increase of 2.5% to regular Bi-County Non-Bargaining employees effective January 1, 2020, on the salary schedule for 2020 Bi-County Non-Bargaining personnel attached hereto, and

BE IT FURTHER RESOLVED, that provisions in any prior resolution on this subject, are superseded by similar provisions in this Resolution and this Resolution may be rescinded or modified at the sole discretion of the Board of Benton County Commissioners and Board of Franklin County Commissioners without notification; and

BE IT FURTHER RESOLVED, that salary/wage rates and/or benefits concluded, by the Board of Benton County Commissioners and Board of Franklin County Commissioners, during 2020 at the sole discretion of the Boards, may be effective January 1, 2020 or any other date in 2020 for the Bi-County Non-Bargaining employees or other labor units; and,

BE IT FURTHER RESOLVED, that this resolution is not intended nor shall it be interpreted as limiting, compromising, or otherwise affecting the employees' "at will" status; and

BE IT FURTHER RESOLVED, in the event of a conflict with prevailing law, law shall prevail.

Dated this _____day of_____, 20__

Board of Benton County Commissioners

_____
Chairman

_____
Chair Pro Tem

_____
Member

Attested to by:

_____
Clerk to the Board

Dated this 17th day of December, 2019

Board of Franklin County Commissioners

_____
Chairman

Approved by Brad Peck Telephonically
_____
Chair Pro Tem

_____
Member

Attested to by:

_____
Clerk to the Board

Original: Benton County, Franklin County
cc: BC HR; BC Payroll; FC HR; Superior Court; & Juvenile Justice

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 01/07/2020 **Subject:** Establishing an Insurance Contribution for Non-Bargaining Employees and Elected Officials for 2020 **Prepared by:** K. Ainsworth	**Execute Contract** **Pass Resolution X** **Pass Ordinance** **Pass Motion** **Other**	**Consent Agenda X** **Public Hearing** **1st Discussion** **2nd Discussion** **Other**

BACKGROUND INFORMATION

There will not be any change from 2019 to 2020, to the Benton County Non-Bargaining and Elected Officials' County contribution to insurances.

SUMMARY

See above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners sign the Resolution to announce no change to the County contribution for Benton County Non-Bargaining Employees and Elected Officials' 2020 insurances.

FISCAL IMPACT

None

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROVIDING A BENTON COUNTY NON-BARGAINING EMPLOYEES' AND ELECTED OFFICIALS' CONTRIBUTION TO INSURANCE BENEFITS FOR THE YEAR 2020

WHEREAS, the Board of Benton County Commissioners has determined that the Benton County non-bargaining employees' and elected officials' contribution to insurance benefits will not be adjusted for calendar year 2020; **NOW THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners has determined that the County's monthly contribution for Benton County non-bargaining employees' and elected officials' insurance benefits will remain at $1,140.60 per month effective January 1, 2020; and,

BE IT FURTHER RESOLVED, that it is mandatory that Benton County employees and elected officials be enrolled in Benton County's medical, dental, vision and life ($24,000.00) insurance plans, to receive the monthly County contribution; and,

BE IT FURTHER RESOLVED, that any unused portion of the County contribution available above the mandated County's medical, dental, vision and life plan premiums may be applied to the purchase of supplemental group insurance, dependent coverage, and with any remainder deposited into the employees' and elected officials' VEBA account; and,

BE IT FURTHER RESOLVED, that provisions in any prior resolution on this subject, are superseded by similar provisions in this Resolution and this Resolution may be rescinded or modified, at the sole discretion of the Board of Benton County Commissioners without notification; and,

BE IT FURTHER RESOLVED, that this resolution is not intended nor shall it be interpreted as limiting or compromising the County's "at will" employer status; and,

BE IT FURTHER RESOLVED, in the event of a conflict with prevailing law, law shall prevail.

Dated this day of January, 2020

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

cc: All Departments, Payroll and Human Resources

Prepared By: Karlee Ainsworth

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	**1/7/2020**	**Execute Contract**	**X**	**Consent Agenda**	**X**
Subject:	**2020-2021 Juvenile Detention CBA**	**Pass Resolution**	**X**	**Public Hearing**	
		Pass Ordinance		**1st Discussion**	
		Pass Motion		**2nd Discussion**	
Prepared by:	**L. Wingfield**	**Other**		**Other**	

BACKGROUND INFORMATION

The Benton County and Franklin Counties negotiating team has successfully negotiated a 2020-2021 CBA with Teamsters Local 839, representing Juvenile Detention employees.

SUMMARY

Same as above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners sign the Resolution and the 2020-2021 Agreement.

FISCAL IMPACT

- COLA – 2.5% January 1, 2020 and reopener for 2021
- County Contribution - $1,147.80 January 1, 2020 and a reopener for 2021

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2019-383

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

IN THE MATTER OF THE 2020-2021 AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES, AND TEAMSTERS UNION LOCAL NO. 839, REPRESENTING JUVENILE DETENTION UNIT.

WHEREAS, negotiators for Benton and Franklin Counties have negotiated and reached an agreement with Teamsters Union Local NO. 839, representing Juvenile Detention Unit employees negotiating team for the 2020-2021 Agreement; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington and the Board of Franklin County Commissioners, Franklin County, Washington, hereby approve the 2020-2021 Agreement between Benton and Franklin Counties, and Teamsters Union Local No. 839, representing Juvenile Detention Unit employees as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the Collective Bargaining Agreement is effective January 1, 2020 and shall remain in effect the duration of the Agreement.

Dated this ____ day of _____, 2020.

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 17 day of December, 2019.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

Approved by Brad Peck Telephonically
_____
Member

_____
Member

Constituting the Board of Commissioners of Franklin County, Washington

Attest. Kami Mulhern
Clerk of the Board

cc: BC Auditor, BC HR, S. Hallstrom, Juvenile, Franklin County

Prepared by: L. Wingfield

2020-2021 AGREEMENT

Between

BENTON-FRANKLIN COUNTIES JUVENILE DEPARTMENT

and the

TEAMSTERS LOCAL NO. 839,
WAREHOUSEMEN, GARAGE EMPLOYEES, AND HELPERS UNION

Representing JUVENILE DETENTION UNIT

Original: Benton County Commissioners
Franklin County Commissioners
Local 839
Juvenile Justice Administration

cc: Benton County Prosecuting Attorney Office
Franklin County Prosecuting Attorney Office
Benton County Human Resources Department
Benton County Auditor's Office

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PREAMBLE

THIS AGREEMENT is entered into by and between THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE DEPARTMENT, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL NO. 839, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of grievances, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – TIME TABLE

1.1 This Agreement shall be effective as of January 1, 2020, unless otherwise indicated in this Agreement, and shall be effective until December 31, 2021.

1.2 The schedule for negotiations to extend this Agreement beyond December 31, 2021, is as follows:

a) Submission of Union recommendations to the counties by August 15th.

b) Submission of counties' answer by September 15th.

c) Negotiations (if required) to begin by September 30th.

The schedule is a target and subject to revision by either party. Negotiation dates will be set on a mutually acceptable basis.

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Union as the exclusive bargaining agent for certain Benton-Franklin Counties Juvenile Detention Department employees as certified by the Public Employment Relations Commission Case No. 5544-E-84-1000. The Employer and the Union agree that the bargaining unit shall be defined as follows:

INCLUDED: Regular full-time Juvenile Detention Officer and Service Learning Programs Facilitators in the Benton-Franklin Counties Juvenile Justice Center Detention Unit.

EXCLUDED: All other employees of the Benton-Franklin Counties Juvenile Justice Center Detention Unit.

The 2020-2021 CBA updated the title for consistency purposes to Juvenile Detention Officer.

2.2 Definitions:

Regular Full-Time Employee: An employee hired in a regular position and working forty (40) hours per week.

Regular Part-time Employee: An employee hired in a regular position but working less than forty (40) hours per week and more than ninety (90) hours per month. Employees in this category will receive *pro-rata* benefits (sick leave, annual leave, and holiday pay), based on the hours worked. Part-time employees are ineligible for insurance benefits. Employees who work less than the above criteria are temporary employees.

Temporary Employee: An employee hired for a period of time that is outside the time frames defined in the regular part-time employee definition above. Temporary employees are not entitled to any of the benefits provided under this contract except for the applicable hourly rate, and as required by state or federal law.

Probationary Employee: An employee will be on probation during the first twelve (12) months of regular full-time employment and will remain in this probationary status beyond the twelve (12) month period until successful completion of the Juvenile Security Officer Academy. The probationary employee may be terminated without cause and without recourse during the probationary period. If the employee is on unpaid leave during the probationary period, the anniversary date and probationary period will be adjusted for the leave period.

ARTICLE 3 – SUBORDINATE TO STATUTES AND OTHER LAWS

This Agreement shall in all respects wherever the same may be applicable herein, be subject and subordinate to the ordinances of the counties, and shall further be subject and subordinate to the statutes of the State of Washington.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1 An employee shall have the right upon request to inspect their personnel file in the presence of the Juvenile Justice Administrator or designee at a reasonable time during the work day and said request shall be granted not later than two (2) working days after the request. Copies of personnel action documents will be supplied to the affected employee. Material referring to an employee's competence shall be placed in the employee's personnel file and the employee will be provided an opportunity to sign the material and attach a written response. If the employee refuses to sign the material, it will nevertheless be placed in the employee's personnel file.

4.2 The off-duty activities of an employee shall not be cause for disciplinary action unless said activity is detrimental to the employee's work performance.

4.3 Bulletin Boards: The Employer agrees to furnish reasonable bulletin board space to be used by the Union. The Union agrees to maintain said bulletin board in a presentable condition.

If the bulletin board fails to be maintained appropriately and becomes an eyesore, the Employer shall have the right to discontinue the availability of said Union bulletin board.

4.4 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation.

4.5 Work Rules: Work rules and policies shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, employees whose work assignment is affected shall be notified by circulating memorandum.

ARTICLE 5 – MANAGEMENTS RIGHTS

5.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority except as limited by the terms of this Agreement. All matters not expressly or clearly covered by the language of this Agreement or other addendums to this Agreement and/or Memorandums of Agreement, shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. The Employer's prerogatives include, but are not limited to, the following matters:

1. The right to establish lawful work rules and procedures.

2. The right to schedule any and all work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.

3. The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the terms of this Agreement.

4. The right to discipline, suspend or discharge an employee for just and sufficient cause as indicated in Article 6 (Disciplinary Procedures).

5. The right to make any and all determinations as to the size and composition of the work force and the right to make any and all assignments of employees to work locations and shifts.

6. The parties understand that incidental related duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by the Employer.

7. The right to take any and all types of actions as may be determined by Management to be necessary in the event of emergencies. The Employer shall determine whether or not an emergency exists. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay.

Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the officials, in this case, the Board of Benton County Commissioners, the Board of Franklin County Commissioners and the Elected Officials and/or Department Managers and the rights and obligations owed thereby to the electorate.

5.2 Past Practices: The Employer reserves the right to change past practices based on applicable statutes, superior court rules, regulations and cases, administrative agency rules and regulations and/or revenue sources/contract requirement.

ARTICLE 6 – NO STRIKE - NO LOCKOUT

6.1 Neither the Union nor the employee shall cause, condone or participate in any strike or work stoppage or other interference under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employer employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which they are engaged in such activity. The employees covered by this Agreement who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the Employer.

6.2 The Employer agrees there will be no lockouts during the term of this Agreement.

6.3 The Employer may seek relief in Superior Court inclusive of injunctive relief and/or damages.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 The normal work day shall consist of up to eight (8), ten (10), or twelve (12) consecutive hours. The normal work day and normal work shift hours shall be as determined by the Employer from time to time.

7.2 The normal work week shall be comprised of up to four (4), five (5), or the twelve (12) hour shift equivalent number of work days within the seven (7) day work period, or within the fourteen (14) day work period if a twelve (12) hour shift configuration is implemented by the Employer. The Employer has the right to determine and change the work week(s) and/or work period from time to time based on the Employer's assessment of service and personnel requirements. If the Employer changes the employee's work schedule and/or shifts, the Employer will provide at least thirty (30) days notice to the affected employees, except if there is an emergency.

7.3 The normal work month shall comprise whatever total of normal work days results from a regular scheduling of up to four (4), five (5), or the twelve (12) hour configuration equivalent number of days per calendar week except in the event of an emergency as determined by the Employer.

7.4 Shift hours will be established by the Employer. Employees going off shift may be required

to remain on duty to inform replacements of operational conditions and status. Employees will be allowed one-half (1/2) hour for lunch but shall not leave the facility unless prior approval is given by the Employer. The employees will receive three (3) ten (10) minute rest breaks (intermittent and unscheduled), to be taken in addition to the thirty (30) minute, scheduled meal period, per twelve (12) hours shift. The parties hereto stipulate the CBA text pertaining to meal and rest periods is lawful, and that Article 27 – "Subordinate to Statutes and other laws" does not operate to invalidate Article 10. The parties' desire to obtain a mutually agreeable resolution which brings closure to matters involving meal periods and rest breaks.

7.5 In the event of an emergency as determined by the Employer, the Employer may change work day hours, work week days and/or the work month in accordance with the service demands required by such emergency.

7.6 Hours of Work: The Employer may elect to implement an alternate work period consisting of either seven (7) or fourteen (14) days.

If the Employer implements eight (8) or ten (10)-hour shifts, employees will work a regularly recurring work period consisting of seven (7) consecutive days. Hours actually worked in excess of forty (40) hours in the seven (7) day work period will be compensated at the rate of time and one-half (1½).

If the Employer implements twelve (12) hour shifts, employees will work a regularly recurring work period consisting of fourteen (14) consecutive days. Employees will be scheduled to work eighty (80) hours in a fourteen (14) day work period including six (6) days of twelve (12) hour shifts and one (1) day of an eight (8) hour shift as scheduled by the Shift Supervisor. The Supervisor schedules the eight (8) hour day. Before the start of a new pay period, however, Supervisors will meet with their crews to consider employee requests for the eight (8) hour day, based on seniority per Article 16.1. Once the eight (8) hour day is scheduled by the employee's Supervisor, it can be changed by mutual agreement of the employee and Supervisor or as otherwise provided in Article 10.5. Hours worked in excess of eighty (80) hours in the fourteen (14) day work period will be compensated at the rate of time and one-half (1½x).

If, as a direct result of a change in shift assignment by the Employer, an employee's regular work schedule results in less than eighty (80) hours of work for the fourteen (14) day period immediately following the change to a new shift assignment, the employee will be compensated for eighty (80) hours at straight-time, including any used leave, for that fourteen (14) day period.

If the Employer implements twelve (12) hour shifts, this Agreement otherwise remains based on an eight (8) hour day, including but not limited to leave accrual, holiday pay, bereavement leave, and disciplinary suspensions.

7.7 Compensatory Time: In lieu of overtime pay, employees may request compensatory time off at the overtime rate; provided, however, the Employer shall determine when such compensatory time may be taken off. Employees may accumulate a maximum of (40) hours of compensatory time.

Employees will be encouraged to take compensatory time off within the pay period.

Employees who earn in excess of forty (40) hours of compensatory time and are unable to take the compensatory time off within the pay period will be cashed out for any compensatory time over forty (40) hours at the end of the pay period.

Employees will be cashed out pursuant to the terms and conditions of this section when accepting another position with Employer.

7.8 Daylight Savings: For employees who actually work during the daylight saving time conversion in the spring and thereby lose one (1) hour of work time, employees will not be paid for that hour, although employees may elect to use any accrued vacation or compensatory time for that hour. For employees who work during the daylight savings time conversion in the fall and thereby work one (1) additional hour, those employees will be paid for an additional hour of work.

7.9 Shift Scheduling: Shift schedules shall be bid by seniority and gender requirements. All employees who desire to be scheduled to a power shift will have a bid on file. Said bids will remain on file until the employee voids the bid. Every six (6) months (in late June and late December), the bids will be reviewed and power shift schedules adjusted based on the seniority, gender, skills, and abilities of those employees with a power shift bid on file, as determined by management. Should a vacancy occur in a power shift between normal shift adjustments, the senior employee with a power shift bid on file who meets the gender, skills, and abilities requirements, as determined by management, will be scheduled into the power shift until the next regular shift adjustment. The Detention Manager or Shift Manager will provide notification to all employees of the employee(s) scheduled power shift(s). This paragraph does not apply to Work Crew assignments.

If the Employer lays off employees in accordance with the lay off procedure contained herein, then the Union agrees to meet and negotiate the subject of shift schedules. Said negotiations would be inclusive of the topic of implementation of rotating shifts.

7.10 Shift Trades: Trades in shift schedules will be allowed subject to prior approval by the Detention Manager. As part of the approval process, the Detention Manager will take into consideration an assessment as to whether or not both employees are equally qualified to perform the work on a particular shift.

7.11 Temporary Assignments: If the Employer decides to fill a position on a temporary basis, said position will be temporarily filled on the basis of seniority subject to gender

requirements based on the shift involved as determined by the Employer.

7.12 All compensated time shall count towards the overtime threshold.

7.13 Extra Shifts: It is the Employer's desire to cover staff vacancies with regular employees whenever possible, while also minimizing the contacts to employees to determine their availability to cover vacant shifts. The parties agree to make a good faith effort to develop a system whereby individual employees would indicate their willingness to work in accordance with their seniority by signing up. The system developed will be reviewed periodically to identify problem areas and make changes as needed.

7.14 Flex Time: The work schedule may be altered to a flex-schedule by mutual agreement.

7.15 Cancellation Pay: Employees who are required to attend mandatory meetings or training sessions outside of their scheduled shifts, will be paid for the lessor of two (2) hours or the length of the scheduled event, if the meeting or training session is canceled without a minimum of twenty-four (24) hours advance notice. Cancellation pay will not count towards the accumulation of hours for purposes of calculating the overtime threshold.

ARTICLE 8 – WAGES

8.1 The pay plan for bargaining unit employees is set forth in Appendix A which is attached hereto and incorporated herein by reference.

8.2 Pay Plan Progression. Progression through the steps of the pay plan is subject to successful performance validated in an annual performance review. Performance reviews shall be completed no later than thirty (30) days prior to each employee's anniversary date. An employee's progression from one step to the next will be subject to the outcome of the performance review process and in accordance with the following provisions:

A. The pay plan consists of nine (9) steps to be referenced as Steps "A", "B", "C", "D", "E", "F", "G", "H", and "I". Implementation of pay steps will be provided on the first day of the month following either successful completion of the probationary period or successful completion of the normal performance review period.

B. Entrance Pay Rate - Persons selected to fill vacant positions may be hired by the Elected Official or Juvenile Justice Administrator at pay step A or B of the appropriate pay range for the classification in which they are hired. Persons selected may be paid at a pay step higher than step B based on related experience, education and qualifications relating to the appropriate classifications subject to prior written determination and approval by the Boards of Benton and Franklin County Commissioners. Said determination and approval shall be final and binding on all parties.

If an employee begins at Step A, the employee shall remain at that step for a

minimum of six (6) consecutive months or longer depending on whether the Employer determines that the employee is progressing satisfactorily before becoming eligible to move to the next step. Regular part time employees must remain in Step A for minimum of one thousand and forty (1,040) hours or longer depending on whether the Employer determines that the employee is progressing satisfactorily before said employee may move to the next step. In any event, probation is twelve (12) months, and movement from step A to Step B prior to the end of probation does not mean the employee has successfully completed probation.

If an employee begins at Step B (or higher), the employee shall remain in that step for a minimum of twelve (12) consecutive months before becoming eligible to move to the next step, subject to successful completion of their twelve (12) month probationary period as confirmed in writing. Regular part time employees must remain in step for a minimum of two thousand and eighty (2,080) hours or more before said employee is eligible to move to the next step subject to successful completion of their probationary period as confirmed in writing.

C. Subsequent Pay Steps: In addition to successful job performance, to be eligible for subsequent steps from Step B to Step I, an employee shall serve a minimum of twelve (12) consecutive months within a step, before becoming eligible to move to the next step. An employee may be denied advancement for unsatisfactory performance until and unless the employee's performance improves to the satisfaction of the Employer.

An employee may be denied continuation in any step by reason of unsatisfactory performance or failure to maintain satisfactory service, and will not be eligible for further consideration for a period of up to twelve (12) consecutive months from the date of denial. In order for the employee to be considered for advancement to the next step, the employee must demonstrate satisfactory performance for a period sufficient to satisfy the Employer that such performance will be maintained. Such action is to insure an employee is paid at their level of performance, and is not intended to be disciplinary.

Once at Step I, in order for an employee to continue to be eligible for Step I, the employee will be subject to annual written performance appraisals prior to their anniversary date which must reflect satisfactory service in order to continue in Step I. If an employee fails to maintain satisfactory service the employee may be returned to Step H. In order for the employee to return to Step I, the employee must demonstrate satisfactory performance for a period sufficient to demonstrate to the Employer that the performance will be maintained. Such action is to insure an employee is paid at their level of performance, and is not intended to be disciplinary.

Denials and the basis for denial are subject to the grievance procedure up to Step 2. If either party seeks to invoke Step 3 (final and binding arbitration) the outcome of such arbitration shall be advisory only and shall not be binding on either party except if the arbitration relates to the second denial for the same pay.

D. The above provisions relate only to the horizontal progression through the pay plan. *(i.e.*, movement from Step A to Step B to Step C, etc.) and does not imply or mean vertical progression through the pay plan from Grade 1 to 2 to 3, etc. There is no vertical progression through the pay plan.

E. Promotion: Promotions are subject to the determination of the Juvenile Justice Administrator or Detention Manager and subject to prior approval of the Employer. An employee promoted to a new classification will be placed at the starting rate/step of the new classification if higher than the current lower classification step. If the starting step is not higher, the employee will be placed at the next higher step that provides a pay increase, provided, however, that the step increase cannot exceed the pay rate at Step H of the higher grade. The promoted employee will be assigned a new anniversary date consistent with the date of promotion. In the event the promoted employee's pay increase is less than two percent (2%), the current anniversary date remains unchanged. An employee promoted to an A step is eligible for a step increase in six (6) months if the current anniversary date falls after that six (6) month period. The probationary period, however, is at least twelve (12) months, and movement to the next step does not affect the probationary period.

8.3 Salary Schedule:

2020: Effective January 1, 2020, the 2019 Salary Schedule will be increased by two and a half percent (2.5%). This calculation and process shall be determined and established by the Benton County Commissioner's Office. The 2020 Salary Schedule is attached as Appendix A.

2021: For 2021, this agreement will be open for limited negotiations to determine any wage adjustments on the Salary Schedule.

To be eligible for any pay or benefits increases, the employee must be employed by the Employer in a position covered by this agreement on the date of ratification of the agreement by both the Benton and Franklin County Boards of Commissioners. Employees who are no longer employed by the Employer in a position covered by this agreement on that date are not entitled to any of the increases in wages and benefits.

8.4 The formula, calculations and the method for applying the percentage increase to the applicable salary schedule shall be determined and established by the Benton County Commissioners Office.

8.5 Acting Supervisor: Whenever there is no Detention Supervisor, Assistant Manager, Manager, or Unit Supervisor or other upper management responsible for detention direction on the premises, a Juvenile Detention Officer shall be paid an additional Three Dollars ($3.00) per hour when assigned to act as the supervisor.

ARTICLE 9 – MEDICAL BENEFITS

9.1 Medical benefits are administered by Benton County. Benton County gives employees the opportunity to participate in health, dental and vision insurance, and group life insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must select one (1) of each type plan, and the Employer will contribute the amount stated in Section 23.2 toward the employee's premium costs for the coverage selected. Employees may change their plan options annually during Benton County's open enrollment period. All employees are required to participate in the Benton County's designated life insurance plan. The Juvenile Justice Detention unit has elected to receive Twelve Thousand Dollars ($12,000) face value life insurance coverage provided by Washington Counties Insurance Fund (WCIF).

The Employer contributions indicated in Section 23.2 will be applied first towards employee life, vision, dental, time loss, and medical insurance. Any remaining balance will be applied toward dependent coverage. Any additional amounts above the Employer's contribution necessary to pay medical, dental, vision, time loss, and life insurance premiums shall be the sole responsibility of the employee and accomplished by payroll deduction.

9.2 The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 (Composite) and HMO plan as the plans for medical and hospital coverage, UEBT Dental D8 with orthodontia rider, UEBT Vision Plan 3, UEBT Time Loss, and $12,000 life insurance available to Juvenile Detention employees covered by this Agreement.

A. 2020: Effective January 1, 2020, the Employer will increase its contribution to pay the cost of the premiums for the UEBT medical, dental, vision, and time loss plans and life insurance up to a maximum of One Thousand, One Hundred, Forty-Seven and 80/100 Dollars ($1,147.80). In the event the premium for these plans increases in 2020, the Employer will pay up to an additional five percent (5%) of that premium, any increase over five percent (5%) will be the responsibility of the employee, in the event the premium decreases, the employer contribution will also decrease in that amount.

B. 2021: For 2021, this Agreement will be open for limited negotiations to determine Employer and employees' contributions towards health and welfare benefits.

9.3 If there are changes in the insurance programs, the Employer will notify the Union of said

changes. Said notification shall not interfere or hinder the right of the Employer to change the benefit structure, benefit level and/or premium level.

9.4 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event the Union and employee shall comply with said changes if requested to do so by the Employer.

9.5 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

9.6 Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by either the Union or the employee.

9.7 In accordance with the Employer's medical/dental/vision/life insurance program requirements, employees who elect to receive the Employer's contribution towards any of these coverages must have those contributions applied to the Employer's insurance programs. No employees can have the dollar amount contributions apply to any other insurance programs other than those provided by the Employer.

9.8 For UEBT coverage, the employee is eligible if they are a regular full-time employee and worked forty (40) hours or more including available leaves and cash-outs the previous calendar month. If the employee is a regular full-time employee, WCIF coverage beings on the first of the month if they were hired on the first of that month, if they are hired on the second through the thirty-first, coverage begins the first of the following month. If the first falls on a weekend or holiday, and the employee reports to work on the first business day following, coverage is retroactive to the first of the month.

The eligibility of an employee for insurance benefits terminates at the end of any month that the employee fails to meet the above eligibility and enrollment requirements. If the employee has benefits with UEBT and worked at least forty (40) or more hours including available leaves and cash-outs during the last calendar month of employment, coverage extends through the end of the month following termination. If the employee has WCIF benefits, coverage ends the last day of the month in which employment terminated.

ARTICLE 10 – HOLIDAYS

10.1 Legal holidays to be observed by the Employer are:

New Years Day	January 1st
Martin Luther King's Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September

Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
The Day after Thanksgiving	
Christmas Eve	December 24th
Christmas Day	December 25th
One (1) Floating Holiday	Employee's Choice

10.2 The holiday is based on an eight (8) hour day. Employees not scheduled to work a holiday will be paid eight (8) hours holiday pay.

10.3 An employee will not receive holiday pay if the employee is absent on their last scheduled work day (or any portion thereof) prior to or the first scheduled work day (or any portion thereof) following the holiday if the absence is without pay due to insufficient accrued paid leave or if the employee is on a leave of absence without pay.

Any employee who is on paid Annual Leave or using paid sick leave for a qualifying reason when a holiday occurs will receive an additional eight (8) hours holiday pay for that day.

10.4 Employees who work on the shift that starts on the actual holiday will receive (a) time and one-half pay for each hour worked on that shift; and (b) eight (8) hours of holiday pay. Employees will not receive any other pay or salary for the holiday. There is no pyramiding or stacking of overtime and/or time and one half (1.5x) holiday pay.

10.5 A floating holiday is considered earned by an employee after six (6) months of employment and may be taken any time thereafter with authorization of the employee's supervisor. The floating holiday may be taken only in full.

ARTICLE 11 – ANNUAL LEAVE

11.1 Annual leave with pay is earned at the following monthly rates depending on the employee's length of service with the Employer:

Years of Service	Annual Leave Hours Per Month or Major Portion Thereof
Less than one (1) year	10 Hours
One (1) through less than five (5) years	12 Hours
Five (5) through less than ten (10) years	14 Hours
Ten (10) through less than fifteen (15) years	16 Hours
Fifteen (15) through less than twenty (20) years	18 Hours

Twenty (20) years or more	20 Hours

11.2 Years of service shall be the years of continuous full-time service with the Employer calculated from the first day of employment.

11.3 Annual Leave credit may be accumulated during the first six (6) months of service (for part-time employees, one thousand, forty (1,040) hours) with the Employer; however, said Annual Leave credit may not be used until the seventh month of eligibility for full time employees, and one thousand, forty (1,040) hours for part-time employees. During the seventh month (or after one thousand, forty (1,040 hours) for part time employees), or any subsequent month, Annual Leave may be allowed up to the limits of the amount earned. Annual Leave credited for any month of service beyond the first six (6) months of service (or one thousand, forty (1,040) hours for part-time employees) may be allowed during the month earned or any subsequent month. The employee must request and said request is subject to prior approval from the Employer before the employee can utilize said accrued Annual Leave.

Monthly accrual shall commence at the completion of a major portion of a month of continuous service.

11.4 Annual Leave requests of twenty-four (24) or more consecutively scheduled work hours for employees working twelve (12) hour shifts) or sixteen (16) or more consecutively scheduled work hours (for employees working eight (8) hour shifts), shall be selected by seniority no later than March 1st of each year. Annual Leave requests for twenty-four (24) (or sixteen (16)) or more consecutively scheduled work hours that are not made prior to March 1st, changes in approved vacations, and requests for vacations of less than twenty (24) (or sixteen (16)) consecutively scheduled work hours shall be subject to the approval of the Shift Supervisor. Approval or denial of Annual Leave schedule requests shall be made within ten (10) working days after submission by employees, or the Shift Supervisor may inform the employee within the ten (10) working-day period that the Annual Leave request will be held beyond that time, so that the Shift Supervisor can confirm whether there will be sufficient coverage to approve the request.

11.5 For employees hired prior to June 1, 1995, unused vacation time may be accumulated to a maximum of two hundred and forty (240) hours. This means that no more than two hundred and forty (240) hours may be accumulated at any one time. When an employee accumulates two hundred and forty (240) hours of Annual Leave, they will lose any additional days as they are earned until some of the accumulated Annual Leave time is used, thus bringing the total to less than the two hundred and forty (240) hour limit. At no time shall any employee accrue more than two hundred, forty (240) hours of Annual Leave.

Any employee who is hired after June 1, 1995, shall not be entitled to accrue more than two hundred (200) hours of Annual Leave at any time.

11.6 Only regular full-time and regular part-time employees who have successfully completed six (6) months of service (for part-time employees, one thousand, forty (1,040) hours) shall upon separation from employment for any reason be compensated for accumulated Annual Leave pursuant to this Article. In case of death, all eligible accumulated leave is paid to the estate of the employee.

11.7 Annual Leave pay shall be computed at the employee's straight-time hourly rate.

11.8 Annual Leave authorization forms must be filled out by the employee in advance of the use of Annual Leave and approved by signature by the immediate supervisor, Detention Shift Manager, Detention Manager, or Juvenile Justice Administrator.

11.9 An employee is eligible to cash out twenty (20) or forty (40) hours of Annual Leave if the employee has used a minimum of eighty (80) hours of Annual Leave since December 1st of the previous calendar year, through November of the current calendar year. This cash-out will be paid in December, with the November payroll. Annual Leave donated under Leave Sharing will be included in the eighty (80) hours used to qualify for a cash out.

ARTICLE 12 – SICK LEAVE

12.1 Sick Leave Policy for Employees: Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended absence on account of illness or injury. Its use is restricted to absences for the reasons outlined in Section 8.5 below and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

In accordance with the cooperative spirit of this Agreement, the Union and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave, including consultation with the appropriate Local Union Representative or designee in regard to a specific problem.

12.2 Sick leave with pay shall accrue at the rate of eight (8) hours of leave for each month of continuous full-time employment. Eligibility for sick leave use shall commence at the start of the following month in which the employee was hired.

12.3 Every January 1st, employees may carryover a maximum of one thousand, forty (1,040) working hours of sick leave; provided, however, employees hired after June 1, 1995, may only be compensated upon separation from the Employer based on a maximum of eight hundred (800) hours subject to the provisions of Section 8.4 below. The hours between eight hundred (800) and one thousand, forty (1,040) have no cash value.

12.4 Employer will pay employees fifty percent (50%) of unused sick leave at voluntary termination or retirement from the Employer. The employee will receive fifty percent (50%) of their sick leave at the rate of pay established when employment is discontinued.

In the case of voluntary termination, a two (2) week notice must be provided to the Employer to receive unused sick leave payment.

12.5 Any employee eligible for sick leave with pay shall be granted leave for the following reasons:

A. Pursuant to the application of RCW 49.46;

B. Death of a member of the employee's "immediate family" (defined below). Leave attributable to this cause shall not exceed five (5) working days per occurrence. For purposes of this paragraph only, "immediate family" as defined in Section 8.9 shall include all children of an employee or the employee's spouse regardless of the child's age; or

C. Death of a friend or relative not covered by "immediate family" – one (1) day maximum per death.

12.6 Sickness shall be reported at the beginning of any period of sick leave to the employee's immediate supervisor or to the lead person on shift when the supervisor is not on duty.

12.7 Upon returning to work the employee shall submit a leave request to their supervisor documenting the sick leave. The Employer may request a qualified Health Care Provider's (HCP) certification for more than three (3) consecutive working days of absence. The Employer's request for a HCP's certification shall be made within twenty-four (24) hours of an employee's return to work.

12.8 A minimum of fifteen (15) minutes will be charged for any sick leave taken.

12.9 "Immediate family" is defined pursuant to chapter 49.46 RCW and authority interpreting same.

12.10 Family and Medical Leave. The Employer provides Family and Medical Leave to employees to the extent provided by and in accordance with the Family and Medical Leave Act (FMLA), other applicable laws and regulations, and the Benton County Family and Medical Leave Policy (Benton County Resolution No. 09-503, or subsequent replacement resolutions and policies). In addition, the Employer provides Washington Family Care Leave, Washington Family Leave Act leave, Pregnancy Disability Leave, Domestic Violence Leave, and Military Spouse Leave, in accordance with State law.

12.11 Employer will follow Washington State's Paid Family and Medical Leave process and procedures as outlined by governing authority.

ARTICLE 13 – LEAVE SHARING

13.1 The purpose of the program is to allow an employee to transfer any portion of their Annual Leave, as defined in this article, to another employee in need of such leave due to a family or medical emergency, or a lengthy illness or injuries, or a qualifying condition under the Family and Medical Leave Act. Leave sharing shall be implemented as provided in this article and the Benton County policy on Voluntary Transfer of Annual Leave.

13.2 Definitions: For purposes of this article, Annual Leave is defined as vacation leave only and does not include sick leave, compensatory time, or any other accrued paid leave time.

13.3 Policy: Leave sharing shall be implemented as follows:

A. The recipient employee shall exhaust all accrued paid leave, or shall be able to demonstrate that all accrued paid leave will soon be exhausted, before becoming eligible to receive any transferred Annual Leave.

B. The transferring party must either:

i. Have taken at least forty (40) hours of Annual Leave in the previous twelve (12) months; or

ii. Have no less than forty (40) hours of accrued paid leave after the transfer is completed.

C. All requests for transfer of Annual Leave shall be submitted on a Voluntary Transfer of Annual Leave form to the Juvenile Justice Administrator or the applicable Elected Official or Department Manager for each party. Each request shall include:

i. The amount of annual leave to be transferred;

ii. The names, signatures, and departments/offices of the employees requesting and receiving the transfer;

iii. A statement that the receiving party has exhausted or will exhaust all accrued paid leave.

D. Approval of the transfer is at the discretion of the Juvenile Justice Administrator or applicable Elected Official or Department Manager. The Juvenile Justice Administrator, Elected Official, and/or Department Manager may request written confirmation from the recipient employee that the employee qualifies for leave sharing under this Leave Sharing policy, including but not limited to a health care provider's statement confirming the need for the employee to be off work. If the transfer is approved, the Elected Official/Department Manager or Juvenile Justice Administrator shall sign the request and the request shall be submitted to the

Auditor's Office for processing, with a copy to Benton County Human Resources.

E. The Employer shall be responsible for monitoring the use of the transferred leave and for keeping the appropriate records. This includes keeping a copy of the Voluntary Transfer of Annual Leave Request form on file, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and monitoring when the transferee's need for leave ceases. To the extent possible, the Employer will deduct the time used evenly among the donors (*e.g.,* if eight (8) people donate ten (10) hours of leave each and the recipient takes one (1) day off, one (1) hour will be deducted from each donor).

F. An employee may accumulate no more than two hundred (200) hours of transferred leave at one time. An employee may remain eligible to receive transferred leave if necessary once the accumulated balance of transferred leave is less than two hundred (200) hours. In the event the transferred leave is no longer needed, or upon cessation of employment with the Employer by the receiving employee, any and all remaining transferred leave shall be returned, in equal portions if applicable, to the employee(s) who donated the leave. The return of share leave will be in one quarter (1/4) hour increments only, with uneven amounts "rounded up or down" to the most appropriate hour.

G. Leave sharing shall not apply to probationary employees.

H. Donation and return of Annual Leave is based solely on the number of hours and not on the donating and/or receiving employee's wages. Names of those donating leave will be kept confidential.

ARTICLE 14 – LEAVE OF ABSENCE WITHOUT PAY

An employee may be granted leave of absence without pay not to exceed twelve (12) months. An employee must request such leave of the Juvenile Justice Administrator. The Juvenile Justice Administrator may approve or disapprove said leave. Such leave requests shall be made thirty (30) days prior to the anticipated start of leave except in the event of sickness. Prior to approval of such leave, the employee and Juvenile Justice Administrator shall reach a mutually acceptable agreement with regard to the date of return and, if the Administrator determines it is possible, the work position to which the employee will return.

While on a leave of absence without pay that is not FMLA leave, the Employer's insurance contribution ceases, and the employee is eligible for COBRA benefits. The employee's accrued sick leave will be frozen and the employee will not be able to use paid sick leave while on a leave of absence without pay. If the employee is on unpaid leave for a major portion of a month, annual and sick leave do not accrue, except as required by law, and the employee's anniversary date will be adjusted accordingly.

No leave without pay will be granted to any employee until the employee has first used all Annual Leave accruals. Such leave will not be granted for purposes of the employee gaining personal advantage or profit.

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance by the Employer.

ARTICLE 15 – PENSIONS AND RETIREMENT

Employees shall participate in the State Employee's Retirement plan as set forth in chapter 41.40 RCW.

ARTICLE 16 – WORKER'S COMPENSATION

16.1 All employees of the Department will be covered by State Worker's Compensation or some other program with equal benefits.

16.2 An employee who suffers a compensable on-the-job injury resulting in their absence from work will be permitted to apply accumulated sick leave to the first three (3) workdays of the absence, less any state compensation that may be applicable. If the employee qualifies for time loss payments, their accumulated sick leave and/or Annual Leave will apply toward the base wage, including holidays, difference between the time loss payment and their normal base wage. The total of the two payments will not exceed the employee's normal wage for a normal workday. During the employee's absence, they will be listed as being "on leave of absence - compensable injury." If the employee is receiving workers compensation for the majority of a month, the employee will not accrue annual or sick leave. While the employee has sick leave and/or vacation leave available, and/or while covered under the Family Medical Leave Act (FMLA), the Employer will continue to pay the Employer contribution towards the employee's insurance premiums. If, however, the employee runs out of sick/annual leave and FMLA leave, the employee will be eligible for COBRA benefits and the Employer's insurance contribution will cease.

While on workers compensation, the employee's time loss pay will be administered by Benton County Human Resources; however, the employee must keep their supervisor informed of their status and prognosis for return to work on a weekly basis.

ARTICLE 17 – DISCIPLINARY PROCEDURES

17.1 Purpose. Disciplinary procedures are intended to assist the Juvenile Justice Administrator, Detention Manager, Detention Shift Manager, Supervisors and employees in the sensitive area of disciplinary action by defining the limits of acceptable conduct and providing for consistency in actions taken when those limits are exceeded. The Employer believes that progressive discipline is a most beneficial format since it provides the employee with an opportunity to correct deficiencies and to improve their job-related conduct. However, there are circumstances where progressive discipline is not warranted and could result in

not having a verbal reprimand but rather going directly to written reprimand, suspension without pay, disciplinary probation or discharge. Management personnel may carry out disciplinary action based on the following just causes, but not limited thereto:

a) Neglect of duty;
b) Inefficiency;
c) Insubordination;
d) Incompetence;
e) Insolence;
f) Conviction of a crime (felony);
g) Malfeasance or misfeasance;
h) Gross misconduct;
i) Violation of Employer ordinances, directives, administrative/management rules and regulations inclusive of personnel policies where applicable;
j) Conflict of interest between off-duty activities and official duties;
k) Tardiness and/or absenteeism not protected by law;
l) Discrimination or harassment;
m) Violation of the Drug & Alcohol Policy and Procedures - Fit for Work Program;
n) Suspension and/or revocation of licenses, certifications and any other credentials necessary to carry out the work/job;
o) Such other causes which normally serve as a basis for discipline in labor and personnel relations.

17.2 Degree of Disciplinary Action. The degree of disciplinary action administered by the Juvenile Justice Administrator, Detention Manager, Detention Shift Manager, or Supervisor depends on the severity of the infraction. It is the responsibility of the Employer taking the action to objectively evaluate the circumstances and facts involved before beginning disciplinary action. The following provides a guideline for progressive disciplinary action:

A. Verbal Reprimand. Verbal reprimands are used for minor offenses. The supervisor will immediately discuss the offense and warn the employee not to repeat the behavior, and will document the occurrence by making a note to the employee's official personnel file, concerning the infraction. Repeated violations of verbal reprimands will result in a formal written reprimand.

B. Written Reprimand. Written reprimands are used initially for more serious problems or offenses, or for repeated incidents where verbal reprimand has failed to correct behavior. The employee will receive a signed letter from the supervisor listing the violations or failures of the employee, and clearly stating what corrective action must be taken by the employee to avoid further discipline. Copies of such warnings shall be kept in the employee's official personnel file in accordance with Article 6.4.

C. Disciplinary Probation. Disciplinary probation may be used as a further step for multiples of written reprimands. The Detention Manager, Detention Shift Manager, Supervisor or Juvenile Justice Administrator shall notify the employee that they are on disciplinary probation for a specified length of time. This disciplinary probation is in lieu of suspension without pay or discharge, however, an employee on disciplinary probation is on notice that further disciplinary actions against them could result in immediate termination of employment. Disciplinary probation does not constitute a break in service but the period of time on this status will not be credited toward monthly accrual for the purpose of step increases on employee's evaluation date.

D. D. Suspension With Pay. At the discretion of the Juvenile Justice Administrator, an employee of the Employer may be suspended, with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform their duties, and when a substantial period of time will be required to complete an investigation or legal action. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense, and may include the Employer's recovery of salary and benefits paid during the suspension. If the charges are unfounded, the employee will be restored to duty and a letter of exoneration will be placed in the employee's official personnel file.

E. Suspension Without Pay. An employee will be suspended without pay when the offense is of a serious enough nature usually sufficient for discharge but when circumstances related to an employee's overall performance would not warrant immediate discharge. The length of suspensions should not normally exceed thirty (30) working days.

Investigatory suspensions may be used in cases where it is necessary to investigate a situation to determine what further disciplinary action may be justified. This suspension gives the supervisor the opportunity to discuss the problem with their superior to determine an appropriate course of action when the situation is serious enough for the employee to be removed from the work environment. If after investigation, it is determined that the employee was not guilty of any violation, they will be returned to their position, paid for any lost time, and a letter exonerating the employee will be placed in the employee's official personnel file. If, however, the employee is found in violation, then the determined disciplinary action will take effect on the date that the investigatory suspension began.

F. Discharge. When a discharge is involved, the Juvenile Justice Administrator shall proceed with a pre-discharge conference or meeting whereby the affected employee is provided with written notice of the charges against them, an explanation of the Juvenile Justice Administrator's evidence and an opportunity to present their side of the story. The purpose of this pre-discharge hearing is for the Juvenile Justice

Administrator to have the benefit of the employee's perspective regarding the charges before the Juvenile Justice Administrator takes disciplinary action. Immediate removal of an employee from the work site may be warranted in instances involving serious insubordination, theft, serious illegal or destructive acts while on the job, or other substantial reasons deemed appropriate by the Juvenile Justice Administrator. An employee may also be discharged after repeated offenses of a less serious nature if the offenses have been documented by the supervisor and appropriate behavioral changes have not resulted from previous progressive disciplinary action.

17.3 Any disciplinary action of a regular employee taken by the Employer may be appealed by the employee utilizing the grievance procedure provided in this Agreement.

17.4 All disciplinary action, including verbal reprimands, will be documented in written form, signed by the supervisor and employee and placed in the employee's personnel file. Such disciplinary action notices will be removed from an employee's personnel file one (1) year after the last date that disciplinary action was imposed for whatever reason. Employee's signature denotes acknowledgment and receipt of the reprimand. If employee refuses to sign this document, this will be noted and signed by a management witness and included in the employee's personnel file.

17.5 The Employer may immediately warn, reprimand, suspend without pay, demote and/or discharge or terminate an employee for cause as referenced in this Article. The specified charges shall be given to the employee in writing at the Employer's office not later than one (1) working day after the action became effective. The Union shall also be notified of these charges.

17.6 Probationary employees may be warned, reprimanded, suspended without pay, demoted and/or discharged or terminated without just cause by the Employer at any time during the probationary period. Probationary employees have no recourse.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and adopt this procedure in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be solved through normal means, the grievance will be settled as hereinafter provided.

18.2 A grievance is defined as a question involving the interpretation, application or alleged violation of any provision of this Agreement between the Employer, the Union and the employee. When filed, all grievances shall outline the facts and articles of the contract allegedly violated.

18.3 Through the procedures set forth in this Article, a grievance may be presented by the Union

on behalf of an employee, or the employee accompanied by a representative if desired. A grievance brought by the Employer or the Union must be initiated at Step 2 of this Article.

18.4 Grievances may be heard at any time where practical and feasible.

18.5 The parties agree that the time limitations provided herein are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The Juvenile Justice Administrator or designee and the Union representative may extend the time limits by mutual agreement in writing.

18.6 No grievance shall be valid unless it is submitted at Step 1 within ten (10) working days after the occurrence of the grievance, except as specified in Section 5.3 of this Article. If a grievance is not presented within the time limitations referenced herein, said grievance shall be considered forever waived. If there is a failure to meet the time limits or extended time limits in the grievance procedure, then and in that event, the final resolution of the grievance shall be in accordance with the last responding party.

18.7 The grievance procedure shall be as follows:

STEP 1:

A grievance shall be presented in written form to the Detention Shift Manager within ten (10) working days from its occurrence. The Detention Shift Manager shall respond in writing within ten (10) working days after receiving said grievance.

STEP 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1, above, the grievance, in written form, shall be presented to the Detention Manager. Thereafter, the Detention Manager shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance.

STEP 3:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within ten (10) working days of the response in Step 2, the written grievance shall be presented to the Juvenile Justice Administrator. The parties shall arrange a meeting between the aggrieved employee (unless the Employer agrees to waive the employee's presence), employee representative and management representatives within ten (10) working days for resolution of the issue. The Juvenile Justice Administrator shall issue findings in writing within ten (10) working days of the meeting referenced hereinabove.

STEP 4:

A. Final and Binding Arbitration: If the grievance has not been resolved at Step 3, the aggrieved employee or the Employer shall refer the dispute to final and binding arbitration.

B. Notice - Time Limitation: The employee or the Employer shall notify the other in writing of submission to arbitration within ten (10) working days after receipt of the Step 3 response.

C. Arbitrator Selection: After timely notice, the parties will pick an arbitrator in the following manner:

1. The Employer and the Union shall attempt to select the neutral arbitrator within twenty (20) calendar days after receipt of the written grievance at Step 4. Thereafter, the hearing of the matter shall be at the earliest possible date. If the parties cannot agree upon a neutral arbitrator, the neutral arbitrator will be selected through the procedure as provided for in Step 2, below.

2. In the event either party does not agree on a neutral arbitrator, then and in that event, the party advancing the grievance to arbitration shall request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service, "copying" the other party with the written request. The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region. If the parties cannot mutually agree on a neutral arbitrator from the list of eleven (11) names, then the parties shall meet or confer by telephone.

   The non-grieving party shall then elect to exercise the first strike of one (1) name from the list (or defer the first strike to the grieving party) and the striking party will then communicate that party's choice to the other party.

   The party not striking first will then strike one (1) name from the list and so on, proceeding in an alternating order until each party has struck five (5) names from the list. The remaining name shall be neutral arbitrator, and shall be so advised by the party advancing the grievance to arbitration, copying the other party with the notice.

D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the neutral arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.

E. Limitations, Scope and Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of the personnel rules and regulations or the contract.

2. The power of the arbitrator shall be limited to interpretation of or application of the terms of the personnel rules and regulations and the contract, or to determine whether there has been a violation of the terms of these rules and regulations or the contract by either the Employer or the employee.

3. The arbitrator shall consider and decide only the question or issue raised at Step 1 or Step 2, as determined by the step where the grievance was first initiated, and said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2.

4. In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

5. Following the conclusion of the hearing, the parties will submit post hearing briefs in lieu of oral argument, unless both parties agree to an alternative. In addition, following submission of post-hearing briefs by the parties, each party shall have the option to also file a reply brief within a reasonable time, responding to issues raised, asserted or otherwise addressed, by the other party in its post-hearing brief.

F. Arbitration Award - Damages - Expenses:

1. Arbitration awards shall not be made beyond the date of the occurrence beyond which the grievance is based, that date being five (5) working days or less prior to the initial filing of the grievance.

2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full, except in the event Section 5.7 (F.)4. below is activated.

3. The arbitrator shall not have authority to award punitive damages.

4. The award of the arbitrator is final and binding on all parties; provided, however, a party may appeal the decision within thirty (30) calendar days to Superior Court for a review of the record and not a *de novo* proceeding. The standard of review is that of arbitrary and capricious or clearly erroneous.

5. Each party hereto shall pay their own representatives, witnesses, and other costs associated with the presentation of their case, and the expenses of their respective representatives, including without limitation, attorney fees, as well as one-half (1/2) the expense of the neutral arbitrator.

6. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost to prepare the stenographic record, including without limitation, hearing costs, shall be shared equally.

ARTICLE 19 – LAYOFF AND RECALL

19.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds and/or reorganization.

19.2 The Employer shall give at least two (2) weeks notice to employees designated for layoff.

19.3 After the Employer determines that a layoff is necessary, the Employer shall determine the number and gender of employees within the affected classification(s) to be laid off. The Union's Area Representative will be notified of the number and gender of employee(s) within the affected classification designated for reduction as soon as possible. The Employer will give equal consideration to the employee(s) seniority, qualifications, ability and competence exclusive of gender. In the event the foregoing factors are equal then the principle of seniority shall govern layoffs and recall.

19.4 Employees laid off will be eligible for reinstatement for a period of one (1) year. No new employees within the affected classification shall be hired by the Employer until the Employer determines that available, qualified, competent and able employees placed on layoff have been offered re-employment. It shall be the employee's responsibility to keep the Employer advised of their current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The employee shall be deemed to have received notice within (5) days after the Employer mailed said notice. An employee so notified must indicate their acceptance of said re-employment within ten (10) days of receipt of notice and shall be back on the job within twenty (20) days of acceptance of said offer or forfeit all call-back rights under this article.

19.5 Employees recalled from lay-off shall not lose previously accumulated time in service, provided all other provisions of this article are complied with, including that the employee must be re-employed within one (1) year to retain these call-back rights and that the employee has successfully completed their probationary period.

ARTICLE 20 – ENTIRE AGREEMENT

The foregoing, including any addenda, constitutes an agreement between the parties and no verbal statements shall supersede any of its provisions.

ARTICLE 21 – SAVINGS CLAUSE

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby.

ARTICLE 22 – SENIORITY

22.1 The seniority date of each employee shall be the first day of full-time employment within the classification. To establish seniority between two (2) employees who were hired as a Juvenile Detention Officer on the same date, for the purposes of annual leave scheduling under Section 7.4 and power shift bidding under Section 10.7, seniority is based on the first date that each of the two (2) employees was employed in any capacity by Benton-Franklin Counties Juvenile Justice Center (BFJJC). If neither employee hired as a Juvenile Detention Officer had previous employment with BFJJC, seniority will be determined by the date stamp of receipt of their application by BFJJC. If there is no date stamp on one or both applications or if the date stamp otherwise does not resolve the tie, the tie will be resolved by coin toss.

22.2 All employees shall serve a twelve (12) month probationary period within which said probationary period employee may be terminated without cause and without recourse. The probationary period may be extended as provided in Section 1.2.

22.3 Loss of seniority shall occur for the following reasons: discharge for just cause, layoff for over twelve (12) months, transfer out of bargaining unit, voluntary resignation.

ARTICLE 23 – UNION MATTERS AND DUES

23.1 Dues and Fees. Upon the written authorization of an employee within the bargaining unit, the Employer will deduct from the payments to the employee the monthly amounts of dues or fees as certified by the Secretary-Treasurer of the Union and shall transmit the amounts deducted to the Union by the 15th day of the month. Every effort will be made to commence the deduction on the first payroll, but no later than the second payroll, after the Employer's receipt of the employee's written authorization. The Union agrees to notify the Employer in writing at least thirty (30) days in advance of any increase in Union dues or fees.

The Union shall indemnify and hold the Employer harmless against any suit instituted against the Employer on account of any dues or fees deductions for the Union, except for error or omissions by the Employer.

An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Secretary-Treasurer of the Union, with a copy to the Employer. Every effort will be made to end the deduction effective on the first payroll, but no later than the second payroll after the Employer's receipt of the employee's written notice.

23.2 New Employees and Orientation Meeting. Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the hiring of a new employee.

The Union shall provide the new employees with the necessary forms regarding dues, initiation fees, and voluntary deductions, and timely deliver completed forms to Benton County Human Resources. The Employer shall allow a Union representative thirty (30) minutes of a newly hired employee's regular working time for purposes of presenting information about the Union and bargaining representation. This shall generally occur within the first two (2) weeks of hiring the new employee, but in no instance later than ninety (90) calendar days. If the Union orientation does not occur during the employee's initial orientation by Benton County Human Resources, the Union shall make the necessary arrangements with Juvenile Detention. Newly hired employees have the option to attend or not attend Union orientation.

ARTICLE 24 – NON-DISCRIMINATION

The Benton County Anti-Harassment Policies and Procedures shall apply to all employees. The Employer and the Union agree that they will not discriminate against any employee by reason of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, political affiliation, or any other protected status, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Union.

ARTICLE 25 – NEPOTISM

25.1 No more than one (1) member of the family or one (1) close relative shall be eligible for employment at the same time if:

A. One member of the family or one close relative would be responsible for supervising another family member or close relative, or

B. One member of such family or close relative would be responsible for auditing or monitoring the work of the other family member or close relative, or

C. Circumstances exist which would place a family member or close relative in a situation of actual or reasonable foreseeable conflict between interest of the Employer and interest of the employee in family harmony and/or in their common interests of the family or as close relatives.

25.2 Those persons affected by the terms of the foregoing sections shall be permitted to decide which spouse or relative shall get or keep employment, provided, however, if they do not decide within a reasonable time, the Employer shall decide, provided further that a neutral standard shall be used in making such a decision.

25.3 None of the foregoing regulations will have any effect on persons employed at the time of the adoption of this section but shall only pertain to appointments after the passage of this section.

25.4 Definitions:

A. "Family member" means that husband or wife or that person living as husband or wife and children, whether natural, adoptive or step.

B. "Close relative" means the natural, adoptive or step brother, sister, mother, or father, aunt, uncle, niece, nephew, or a relative by marriage (*i.e.*, mother, father, brother, sister, son and/or daughter-in-law).

ARTICLE 26 – DRUG FREE WORKPLACE

The parties agree that the safety and security of the Juvenile Justice Center's employees and charges is of utmost importance. To further that goal, those entrusted with the care and custody of the juveniles under the Juvenile Justice Court must be free of the influences of alcohol and drugs. To that end, the Employer has adopted a Drug Free Workplace policy and procedure.

ARTICLE 27 – CIVIL LEAVE

Jury and Court Duty: An employee shall be granted leave with pay while required to perform jury service or serve as a witness in a work-related criminal case.

A) The employee will receive their normal daily earnings for jury service and court leave time. All fees received for jury duty shall be submitted to the Employer except payment received for mileage and other travel related expenses.

B) An employee shall report to work during all hours the employee is released from jury or witness service. If less than one (1) hour remains from the time of such release to the end of their regular shift, the employee shall call their supervisor for instructions.

C) When employees receive notice of jury duty they shall notify their supervisor within two (2) working days of receipt of the notice.

ARTICLE 28 – MILITARY LEAVE

Employees who are members of the Military Reserve or National Guard shall be granted leave for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending

the following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as the employee may be ordered to active duty or active training duty. During the period of military leave, the employee shall receive their normal pay. This provision is subject to applicable State and Federal laws.

ARTICLE 29 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay, in addition, may be grounds for disciplinary action. Unless authorized, absence from duty for three (3) consecutive days constitutes separation from service. The leave authorization form shall be used in applying for any leave and notification of return to duty.

ARTICLE 30 – NEGOTIATION

Either party to this Agreement may select for itself such negotiator or negotiators for the purpose of carrying on conferences and negotiations under the provision of law, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

ARTICLE 31 – LABOR/MANAGEMENT COMMITTEE

The purpose of this collective bargaining agreement is to promote harmonious labor-management relations. In order to accomplish this goal, the parties have agreed to establish a labor-management committee. The committee shall consist of up to three (3) Union members chosen by the Union (one of which may be the local Union Business Representative) and three (3) Management members chosen by the Employer.

The labor-management committee may schedule meetings at mutually agreeable times. Requests shall be in writing and contain the item(s) or topic(s) at issue. Disposition of matters covered in the labor-management committee meetings shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

ARTICLE 32 – POLITICAL ACTIVITY

Employees shall not participate in partisan political activity on Employer time or premises or while representing the Employer in any way, nor shall they be the instrument of allowing others to use Employer time, facilities, or influence in partisan political activities. Nonpartisan activities involving Employer time, facilities, or influence may be allowable if performed with the written authorization of the Juvenile Justice Administrator.

ARTICLE 33 – GENERAL POLICIES AND UNDERSTANDINGS

33.1 When any situation arises involving compensation based upon hourly rates, these rates shall be obtained by dividing the applicable monthly rate by one hundred, seventy-three and one third (173-1/3).

33.2 The salaries and wages of employees shall be paid in accordance with Benton County's pay procedures. The Employer has the right to implement a payroll system as it determines provided it gives employees thirty (30) calendar days written notice prior to implementation of a payroll procedure.

33.3 Meals furnished for Detention staff will be provided at regular meal times by the food services provider. The Employer will arrange for a meal to be provided to employees who work during a shift where no food service is provided by the kitchen staff. Employees are being offered the above-referenced meals at the Employer's convenience.

33.4 Job vacancies and new positions within the agency will be posted on the Benton County web page and the Juvenile Justice bulletin board.

33.5 Union representatives/job stewards:

(a) The Union will appoint two (2) job stewards, one (1) from each end of the work week. Upon appointment, the Union shall identify the job stewards in writing to the Employer or its representative. Participation by a job steward in a grievance procedure, when the grievance does not immediately involve that job steward, may occur by mutual agreement of the Juvenile Justice Administrator and the Union Representative.

(b) A job steward is allowed reasonable access to the employment environment so long as such access does not interfere with the standard operating procedures and the efficiency of operations.

(c) The job steward will be permitted reasonable time to investigate matters relating to a grievance and/or disciplinary action so long as such time does not interfere with the operations and/or efficiency of services.

(d) Job stewards will not unduly disrupt the Employer services and/or efficiency.

33.6 Employer agrees to contribute One Hundred Dollars ($100.00) per year per employee towards the purchase of employer approved apparel, prioritized by management, identifying the employee as "staff", as appropriate. Other appearance standards will be referred to the Labor-Management Committee established in Article 26 (Labor Management Committee).

The Employer contribution towards the purchase of apparel referenced above shall be administered by the Employer and shall not be provided as cash compensation to the employee.

ARTICLE 34 – NO SMOKING

Pursuant to the Washington State Indoor Clean Air Act, the Juvenile Justice Center is a Smoke Free environment.

IN WITNESS WHEREOF, the parties caused this Agreement to be signed by their duly constituted and legal representatives and consider themselves to be bound by the terms and conditions of this Agreement.

(This section left blank intentionally)

BENTON-FRANKLIN COUNTIES, JUVENILE DEPARTMENT

Carrie Runge
Presiding Superior Court Judge

Date: 12/10/19

Danny P. Bandhu
Juvenile Justice Administrator

Date: 12-10-19

TEAMSTERS LOCAL NO. 839 WAREHOUSEMEN, GARAGE EMPLOYEES, AND HELPERS UNION

Russell Shjerven, Secretary/Treasurer

Date: 12-8-19

BOARD OF BENTON COUNTY COMMISSIONERS

Chair

Member

Member

Constituting the Board of
Benton County Commissioners

Attest:

Clerk to the Board

Date:

Approved as to form:
Stephen J. Hallstrom
Benton County DPA

BOARD OF FRANKLIN COUNTY COMMISSIONERS

P.E. Koch
Chair

Approved by Brad Peck Telephonically
Member

Member

Constituting the Board of
Franklin County Commissioners

Attest:
Kaia Milham
Clerk to the Board

Date: 12.17.2019

APPENDIX A

2020 SALARY SCHEDULE

2020- 2021
Agreement by and between
Boards of Benton and Franklin County Commissioners
and
Teamsters Local 839
Warehousemen, Garage Employees, and
Helpers Union

COVERING JUVENILE DETENTION TEAMSTERS

GRADE	STEPS in $..... A	B	C	D	E	F	G	H	I
8	3228	3293	3408	3527	3650	3778	3910	4047	4189

cc: Juvenile, Payroll, Human Resources, Teamsters #839 and Stephen Hallstrom

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	**1/7/2020**	**Execute Contract**	**X**	**Consent Agenda**	**X**
Subject:	**Bailiff UEBT Participation Agreement**	**Pass Resolution**	**X**	**Public Hearing**	
		Pass Ordinance		**1st Discussion**	
		Pass Motion		**2nd Discussion**	
Prepared by:	**L. Wingfield**	**Other**		**Other**	

BACKGROUND INFORMATION

United Employees Benefit Trust (UEBT) requires parties to a collective bargaining agreement providing for participation in the UEBT health insurance plans sign the UEBT Participation Agreement. The Agreement has been reviewed by Stephen Hallstrom, Senior DPA, and he approves as to form. The HR Manager requests that the Chairman of the Board of Benton County Commissioners sign and date the document where indicated on the last page.

SUMMARY

Same as above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners approve the resolution and sign the Participation Agreement between Benton and Franklin Counties and the Bailiffs.

FISCAL IMPACT

none

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2019-381

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

IN THE MATTER OF AUTHORIZING THE CHAIRMEN OF THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES TO SIGN THE UNITED EMPLOYEES BENEFIT TRUST (UEBT) PARTICIPATION AGREEMENT

WHEREAS, United Employees Benefit Trust (UEBT) revised their Participation Agreement; and

WHEREAS, UEBT requires parties to a collective bargaining agreement providing for participation in UEBT sign the UEBT Participation Agreement; and

WHEREAS, Benton and Franklin Counties are participating employers of UEBT and provide UEBT insurance plans to full-time benefit eligible Bailiff employees; and

WHEREAS, Benton County and Franklin County and Teamsters Local 839 representing Bailiff employees signed an amendment to the current Collective Bargaining Agreement on December 3, 2019 wherein Benton and Franklin counties will now pay the cost of the premiums for UEBT medical, dental (with the orthodontia rider), and vision plans; and

WHEREAS, UEBT requires that a Participation Agreement be signed between Benton County, Franklin County and Teamsters local 839 representing Bailiff employees; **NOW, THEREFORE**

BE IT RESOLVED that the Chairmen of the Board of Benton County Commissioners of Benton and Franklin Counties sign the revised UEBT Participation Agreement, effective for the term of the Bailiff employees Amendment I of the Collective Bargaining Agreement from January 1, 2020, through December 31, 2021.

Dated this ____ day of _____, 2020.

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 17 day of December, 2019.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

Approved by Brad Peck Tellephonically
_____
Member

_____
Member

Constituting the Board of Commissioners
of Franklin County, Washington

Attest. Kevin Mitham
Clerk of the Board

cc: HR, Payroll, UEBT, Commissioners

Prepared By: K. Ainsworth

United Employees Benefit Trust
Non-Profit Provider of Employee Benefits Since 1965

PO Box 8130 * Tacoma WA 98419
(253) 474-1214 or (800) 223-2449 ext. 13
Fax: (253) 474-7180
E-mail: diana@unitedemployees.org

Participation Agreement—Represented Group

(Revised January 1, 2017)

1. Parties

The Employer and Labor Organization identified below are parties to a collective bargaining agreement providing for participation in the United Employees Benefit Trust (UEBT).

BC-FC Bailiffs
Employer Name

7122 W Okanogan Pl Bldg A
Address

Kennewick WA 99336
City, State, Zip Code

91-6001296
Employer EIN (Tax ID No.)

Teamsters Local 839
Labor Organization

1103 W Sylvester
Address

Pasco WA 99301
City, State, Zip Code

2. Participation Status

X This is an updated collective bargaining agreement covering a current participating employer.

__ This is a new participating employer.

Trust coverage is effective: January 1, 2020 (for Dental, Ortho & Vision)
(month)

Based on hours reported for: December 2019
(month)

3. Term of Bargaining Agreement

Effective Date: January 1, 2019

Termination Date: December 31, 2021

4. Benefit Plans Provided for in Bargaining Agreement

Please check the UEBT plans provided for in the collective bargaining agreement.

Medical	Dental	Time Loss	Vision
☐ A5 Medical (composite rate)	☐ D5 Dental	☐ Time Loss 2	☑ Vision 3
☐ A5 Medical (tiered rate)	☐ D7 Dental	☐ Time Loss 4	
☑ A6 Medical	☑ D8 Dental		
☐ AV8 Medical	☑ Orthodontia		
☐ AV9 Medical			

5. Eligibility Rules in Collective Bargaining Agreement

Benefits are only available to eligible participants who meet the requirements of the collective bargaining agreement providing for participation in the UEBT. Please identify the bargaining agreement's eligibility requirements:

Required number of reportable hours per month: 40 hours

Define hours which are reportable (i.e., hours worked; hours compensated; straight time hours, etc.): Hours compensated

Identify any probationary period (must be uniformly applied): None

Identify any contractually excluded class of employees (i.e., seasonal, etc.): None

6. Employer Responsibility for Accurate Reporting

Contributions are due on the fifteenth (15th) of the month following the month for which hours are reportable. The Employer is responsible for remitting the entire premium on behalf of each eligible employee. It is the Employer's responsibility to collect any portion of the contributions paid by employees. Any Employee meeting the bargaining agreement's eligibility requirements may not be excluded unless the Employee has opted for and has maintained Employer-sponsored coverage through an HMO as authorized by state law.

Individuals who are retired, do not have sufficient reportable hours, are not covered by the bargaining agreement, do not have a bona fide employment relationship with the Employer, or are otherwise ineligible may not be reported to the Trust. Letters of Understanding or other additions to or exceptions from the bargaining agreement language concerning Trust participation are not valid unless approved in advance by the Board of Trustees. If benefits are provided as a result of the Employer's reporting of ineligible individuals, the Trust may recover any improperly paid benefits from either the individual on whose behalf the benefits were paid or the Employer who reported them to the Trust. The Trust may also retain contributions made on behalf of ineligible individuals.

7. Right to Audit

All Employers participating in the Trust are subject to the Trust's audit provisions and policies. If contributions have not been paid on eligible employees, the Trustees may require such contributions be made and also recover interest on the unpaid contributions, liquidated damages of 10% of the unpaid contributions (20% after suit is filed), audit fees, attorney's fees, and any other collection costs as provided for in the Trust Agreement. The Employer is responsible for the cost of the audit if reporting discrepancies exceed five percent (5%).

8. Obligation to Maintain Records

All employers are required to maintain records (including records of hours worked and compensated) sufficient to determine the accuracy of the contributions made to the Trust. Pursuant to federal law, records are to be retained for seven years after the contributions are made. If records are insufficient to determine whether contributions were in fact due, the Trust in its discretion may employ a presumption that employees who appear to have performed any bargaining unit work in a month did have sufficient hours in a month to require a contribution.

9. Continuation Rights

If an Employer ceases participating in the Trust, any current or former employees of the Employer who have elected or have the right to get continuation coverage pursuant to federal continuation laws will have their coverage terminated as of the last day of the month in which the Employer's active employees cease participation in the Trust. Any further continuation rights will be the responsibility of the Employer except when federal law requires to the contrary.

10. No Transfer of Assets

If any employer ceases participation in the Trust, the withdrawing employer and its employees shall have no right or claim to any of the assets of the Trust.

11. Subscription to Trust Agreement

In consideration of their acceptance as participants in the United Employees Benefit Trust, the undersigned Employer and Union do hereby subscribe to, and agree to be bound by the terms and provisions of the current Trust Agreement and any amendments thereto. The undersigned Employer and Union further accept, as their respective representatives, the Employer Trustees and Union Trustees now serving on the Board of Trustees of the Trust, and their lawful successors. The Employer and the Union acknowledge and agree that the details of the benefit plans provided by the Trust and the rules under which the employees shall be eligible are determined solely by the Board of Trustees in accordance with the governing Trust Agreement. The Board of Trustees has the sole discretion to interpret the terms of the Trust's benefit plans, to establish policies and provisions governing the operation of the Trust, to determine eligibility and to handle other matters related to the administration and operation of the Trust.

12. Authorization to Execute Agreement

By signing this Agreement, the signors for the Employer and the Union certify that they have the authority to execute the collective bargaining agreement providing for participation in the UEBT and this Agreement on behalf of the party for which they are signing.

13. Term

This Participation Agreement shall be effective for the term of the collective bargaining agreement listed in paragraph 3 or the expiration of any obligation to continue contributions under an applicable labor law, if later. To ensure proper management of the Trust, Trust rules and this Participation Agreement obligates a bargaining group to participate in the Trust for a minimum of 24 months. If a group has participated in the Trust for less than 24 total months, the bargaining parties may not bargain out until 24 months have elapsed. A bargaining group can terminate its participation in the Trust before 24 months have elapsed only if the Employer goes out of business or the Labor Organization is decertified as the bargaining representative or disclaims interest.

EMPLOYER	UNION
By: _____ (Signature of Employer or Representative)	By: _____ (Signature of Authorized Union Representative)
ROBERT KOCH (Name and Title of Employer Representative • Please Print) Franklin County Commissioner	_____ (Name and Title of Union Representative • Please Print)
By: _____ (Signature of Employer or Representative)	
_____ (Name and Title of Employer Representative • Please Print)	

Approved as to form by: _____
Stephen Hallstrom, DPA

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN HUMAN SERVICES FUND NUMBER 0108101, DEPARTMENT NUMBER 560.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, HR

Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Contract Management Dept Nbr: 560

Fund Name: Human Services Fund Nbr: 0108101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
568.110	1315	Financial Manager	$79,704
TOTAL			$79,704

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
568.110	1315	Budget & Finance Analyst	$79,704
TOTAL			$79,704

Explanation:

Update position 1355 and line item name from Finance Manager to Budget & Finance Analyst. Position 1315 is a grade 18 on the Benton County non-bargaining salary schedule effective January 1, 2020. Resolution establishing Budget & Finance Analyst salary grade and classification description were approved by the Board of Commissioners on 12/17/2019.

Prepared by: Linda Ivey Date: 12-Dec-2019

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM: Consent		**TYPE OF ACTION NEEDED**	CONSENT AGENDA xx
MEETING DATE: FC 12/17/2019 BC 01/07/2020		Executive Contract xx	PUBLIC HEARING
SUBJECT: One (1) Year Sales Contract with Lochness Medical Supplies Inc.		Pass Resolution xx	1ST DISCUSSION
Prepared By:	Rosa Garcia	Pass Ordinance	2ND DISCUSSION
Reviewed By:	Darryl Banks	Pass Motion	OTHER
		Other	

BACKGROUND INFORMATION

Benton-Franklin Counties Juvenile Justice Center is interested in contracting with Lochness Medical Supplies Inc., to provide 5-panel urine dip tests supplies to Juveniles required to provide urinalysis to the court.

SUMMARY

The term of this Contract begins immediately upon execution by the Counties and expires on January 7, 2021.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the One (1) Year Sales Contract between Lochness Medical Supplies Inc., and Benton-Franklin Counties Juvenile Justice Center.

COORDINATION

Coordination of the Contract occurred as follows: Rosa Garcia, Senior Administrative Secretary who compiled the contract; Jennifer Johnson, Franklin County Deputy Prosecuting Attorney who reviewed the contract as to form; Elsa Goodsen, Customer Service Representative for Lochness Medical Supplies Inc., and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

Amount not to exceed $4,000.00. No Supplemental required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Sales Contract between the Benton-Franklin Counties Juvenile Justice Center and Lochness Medical Supplies Inc.

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 Rosa Garcia to disperse.

I certify the above information is accurate and complete.

Rosa Garcia

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF APPROVING LOCHNESS MEDICAL SUPPLIES INC., ONE (1) YEAR SALES CONTRACT FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, per Resolution 2012-677, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing, and Contracting Policy; and

WHEREAS, Benton and Franklin Counties Juvenile Justice Center anticipates the amount of 5-panel urine dip tests supplies in a year from 2020-2021 will not exceed $5,000; and

WHEREAS, per Resolution 2012-677, section 2.2.1 Purchases and Leases Less Than $5,000, "Purchases or leases in this price range can be directly negotiated by County employees in accordance with this policy."; and

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center Administrator recommends entering into a one (1) Year Sales Contract with Lochness Medical Supplies Inc., for the purchase of 5-panel urine dip tests supplies; **NOW, THEREFORE**

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accepts the proposed one (1) Year Sales Contract for a term effective immediately upon execution by the Counties and expiring on January 7, 2021; 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 are hereby authorized to sign, the one (1) Year Sales Contract with Lochness Medical Supplies Inc., for a total amount not to exceed $4,000.00 which includes shipping and supplies.

DATED this ___day of _____ 2019
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ___day of _____ 2019
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (5): 1-BC Commissioners, 1-FC Commissioners, 1-Lockness, 1-Juvenile

R. Garcia

LOCHNESS MEDICAL

1 Year Sales Contract made November 27, 2019

BETWEEN: Lochness Medical Supplies Inc.
2775 Broadway St, Suite 100
Buffalo NY, 14227

AND: Benton and Franklin Juvenile Justice Center
5606 W Canal Drive, Suite 106
Kennewick, WA 99336
(hereafter known as the "company")

Effective Dates

1.1 Lochness Medical Supplies Inc. and the customer express their mutual interest to enter into a 1-year sales contract beginning upon execution by the counties (no later than January 7, 2020) with an ending date of January 7, 2021.

1.2 Should the customer fail to pay for the delivered product or meet the criteria of the contract, legal recourse will be taken where necessary.

Terms and Conditions

2.1 Lochness Medical Supplies Inc. agrees to offer the following product(s) at the following price(s) and shipping rate:

PRODUCT	PRICE
5-paramater urine dip test (panel)	$1.15 per test

SHIPPING TERMS
STANDARD US GROUND

2.2 The customer agrees to accept these products, at these prices, along with shipping terms, based on the following criteria:
- All locations of customer utilize said products outlined for the duration of the contract
- Customer must order in quantities of 1,500 units (60 kits)
- Customer can forfeit the contract with 30 days notice, not exempting payment for products & services already rendered

Lochness Medical Supplies Inc.
Per (signature): Shabna Fairoos
Name: SHABNA FAIROOS
Position: ACCOUNT REPRESENTATIVE

Benton and Franklin Juvenile Justice Center
Per (signature): See attached signature page
Name: _____
Position: _____

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Darryl Banks, Juvenile Court Administrator — 12-3-19 Date

BENTON COUNTY APPROVAL

Approved as to Form:

Deputy Prosecuting Attorney — Date

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Civil Deputy Prosecuting Attorney — 11/27/19 Date

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

AGENDA ITEM: Consent		**TYPE OF ACTION NEEDED**	
MEETING DATE: FC 12/10/2019 BC 01/07/2020		Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	CONSENT AGENDA xx PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
SUBJECT: Personal Services Contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions			
Prepared By:	Rosa Garcia		
Reviewed By:	Darryl Banks		

BACKGROUND INFORMATION

Benton-Franklin Counties Juvenile Justice Center desires to contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions to provide urinalysis supplies and testing for the Benton-Franklin Counties Juvenile Justice Center for juveniles under the jurisdiction of the Court. We have recently completed an analysis of several companies and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions can deliver the best pricing and services.

SUMMARY

The term of this Contract begins immediately upon execution by the Counties and expires on December 31, 2021.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the contract between Regional Toxicology Services, LLC d/b/a Cordant Health Solutions, and Benton-Franklin Counties Juvenile Justice Center.

COORDINATION

Coordination of the Contract occurred as follows: Rosa Garcia, Senior Administrative Secretary who compiled the contract; Jennifer Johnson, Franklin County Deputy Prosecuting Attorney who reviewed the contract as to form; Amanda Gibbs, Regional Toxicology Services, LLC d/b/a Cordant Health Solutions, and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

Amount not to exceed $15,000.00. No Supplemental required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Contract between the Benton-Franklin Counties Juvenile Justice Center and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions.

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 Rosa Garcia to disperse.

I certify the above information is accurate and complete.

Rosa Garcia

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 AWARDING REGIONAL TOXICOLOGY SERVICES, LLC D/B/A CORDANT HEALTH SOLUTIONS A PERSONAL SERVICES CONTRACT TO PROVIDE URINALYSIS TESTING FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER FOR JUVENILES UNDER JURISDICTION OF THE COURT.

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

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center Administrator recommends entering into a Personal Services Contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions; **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 Justice Administrator's recommendation and hereby awards the Personal Service Contract to Regional Toxicology Services, LLC d/b/a Cordant Health Solutions in an amount not to exceed $15,000.00; and

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

BE IT FURTHER RESOLVED, the term of the attached Contract commences immediately upon execution by the Counties and expires on December 31, 2021.

DATED this ___day of _____ 2019
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Clerk of the Board

DATED this ___day of _____ 2019
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-Cordant 1-Juvenile

R. Garcia

BENTON and FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision 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, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Regional Toxicology Services, LLC d/b/a Cordant Health Solutions**, a corporation organized under the laws of the State of Arizona with its principal offices at **1760 E. Route 66, Suite 1, Flagstaff, Arizona 86004** (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. **Exhibit A - Benton-Franklin Counties Scope of Services and Pricing Schedule**

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by the Counties and shall expire on **December 31, 2021**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide urinalysis testing to juvenile required to provide urinalysis. A detailed description of the services to be performed and supplies provided by the CONTRACTOR is set forth in **Exhibit A**, "Benton-Franklin County Pricing Schedule", which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR: Amanda Gibbs, Vice President
Regional Toxicology Services, LLC
d/b/a Cordant Health Solutions
1760 E. Route 66, Suite 1
Flagstaff, AZ 86004
Phone: (928) 440-6288
Email: agibbs@cordanths.com

b. For Counties: Darryl Banks, Administrator
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
Email: darryl.banks@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance to **Exhibit A**. A detailed description of the compensation to be paid by the COUNTIES is set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed fifteen thousand dollars ($15,000.00).

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

d. The CONTRACTOR may, in accordance with **Exhibit A**, submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the reasonable satisfaction of the COUNTIES.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible

for the accuracy of the work, even if the work is accepted by the COUNTIES.

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

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any and all third-party claims, actions, suits, liability, losses, 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 directly from the services rendered by CONTRACTOR pursuant to this agreement.

Despite the above, in no event shall Contractor be obligated to indemnify defend and save harmless the Counties its officers, officials, employees, contractors, agents to the extent that any action claim or loss occurs or results, in whole or in part, from the acts or omissions of the Counties its officers, officials, employees, contractors, agents, or third parties.

b. In any and all claims against the COUNTIES and its officers, officials, employees and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under**

this Section 7 shall survive termination and expiration of this Contract.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss directly arising from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims-made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. CONTRACTOR shall annually provide COUNTIES with proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Arizona, workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury

(including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Arizona 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 and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage 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 activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **7**.

The Commercial General Liability policy covers liability assumed in an insured contract, but only to the extent that the underlying claim is covered by the policy, i.e. bodily injury and property damage as defined in the policy. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

d. **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 or its elected and appointed officers, officials, employees or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S will provide a copy of the additional insured provisions.

3. 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.

4. The CONTRACTOR shall furnish separate certificates and endorsement for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

5. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on

indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

6. 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. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section **8(a)**, shall be written on a claims made form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis. Waiver of subrogation is not available for Professional Liability policy.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington or the State of Arizona as applicable, and have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and

approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTIES and its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written prior notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it. Notice of cancellation will be provided by Redwood Toxicology.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the Counties' Contract Representative referenced in Section 4.b.

3. All written notices under this Section **8** and notice of cancellation or change of required insurance coverages shall be mailed to the Counties' Contract Representative referenced in Section 4. b.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton-Franklin Counties Risk Manager to the following address: 5606 West Canal Place, Suite 106, Kennewick, WA 99336.

9. TERMINATION

a. Either party may terminate this Contract upon giving thirty (30) days written notice by certified mail to the other party. In that event, the COUNTIES shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of termination notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection 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 Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written, such consent shall not be unreasonably withheld of the COUNTIES.

b. Notwithstanding the foregoing, Contractor may assign this Agreement without consent to its affiliate, where the assigning party must unconditionally guarantee the assignee's performance and where the Affiliate must be under the same majority ownership as the Contractor.

c. The foregoing shall not apply to any work to be performed by an affiliate of CONTRACTOR, where affiliate means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with CONTRACTOR.

d. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **5** of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTIES employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act or purport to act as an employee, agent, or representative of the COUNTIES.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or

expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. CONTRACTOR retains ownership of any of its data, and other materials created prior to this Agreement, even if used in the fulfillment of its obligations under this Agreement. The COUNTIES' agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless 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 and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and 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.

18. DISPUTES

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

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in as determined by the Washington Administrative Office of the Courts.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section **4** of this Contract. Notice shall be deemed to be given three (3) days following the date of mailing, or immediately, if personally served.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections **7** and **17**); extended reporting period requirements for professional liability insurance (Section **8(a)**); inspection and keeping of records and books (Section **14**); litigation hold notice (Section **26**); Public Records Act (Section **27**) and confidentiality (Section **19**).

26. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **14** of this Contract

may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section **14**.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTIES are a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES release of records covered under the Public Records Act. The COUNTIES' agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective immediately upon execution by the Counties.

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

Regional Toxicology Services, LLC d/b/a Cordant Health Solutions	**Benton-Franklin Counties Juvenile Justice Center**
Amanda Gibbs 11-26-2019 **Amanda Gibbs** Date **Vice President**	Darryl Banks 11-26-19 **Darryl Banks** Date **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: 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: 11/25/19 Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

Exhibit A

Cordant Health Solutions™

Benton-Franklin Counties Juvenile Justice Center
5606 W. Canal Dr. Ste. 106
Kennewick, WA 99336

Tacoma Laboratory

Contact: Troy Grall Phone: 509-737-2779 E-Mail: troy.grall@co.benton.wa.us Fax: 509-736-2718

SCOPE OF SERVICES & PRICING SCHEDULE

PRICING ASSUMPTIONS: Actual volume and positivity rates will be evaluated after 60-90 days and price may be adjusted accordingly.

Volume per month: 40 samples
FedEx Pickup Frequency: 1 location, on call
Positivity Rate: 15%

Lab Testing: Urine

URINE: *LAB SCREEN PLUS AUTOMATIC CONFIRMATION**- **Automatic confirmations will be conducted on ALL positive drugs at NO additional charge.**

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION (Please circle desired drugs)	PRICE PER TEST
☐	**5 Drug Panel – Ampthetamines/Methamphetamines, Benzodiazepines, Cocaine, Opiates, THC**	**$8.50 per sample**

Lab Testing – Specialty Panels & Synthetics – Urine

URINE: *LAB TESTED: Specialty Tests*

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION	PRICE PER TEST
☐	**EtG/EtS** – Screen plus automatic confirmation on positive result	**$5.00 per sample**

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Additional Services

COURT REPRESENTATION AND TESTIMONY

DESCRIPTION	FEES
In-person (1st day of testimony)	$150/hr. (8 hour minimum)
In-person (2nd day of testimony)	$150/hr.
Telephonic	No Charge
Skype or video-conferencing	No Charge
Litigation Packet	$75.00

Cordant SENTRY™

EVIDENCE BASED SUBSTANCE ABUSE MANAGEMENT PROGRAM
Web-based randomization
Local telephone line for clients to call into daily
Call log reports date, time, phone # and caller ID
Electronic chain of custody
Real-time test results
Non-compliance alerts and reports
Full customization and on-going support of SENTRY and all features

**IMPORTANT NOTE: A screened positive result is considered presumptive. A small percentage of screen only positive results will not confirm by an alternative method. Therefore, for the protection of all involved parties, no punitive action should take place without the donor being afforded the opportunity to have positive screen result(s) confirmed by GC/MS, GC, or LC/MS/MS.*

SERVICES/SUPPLIES INCLUDED

GC/MS & LC/MS/MS Confirmation:
Cordant utilizes GC/MS (Gas Chromatography / Mass Spectrometry) and LC/MS/MS (Liquid Chromatography double Mass Spectrometry) as our confirmation methods providing the most definitive and accurate results.

Quantitation:
Included on all GC/MS & LC/MS/MS confirmed positives unless otherwise specified.

Adulterant Test:
Cordant offers a full adulterant test: pH, Oxidants, Specific Gravity and Uric Acid, as requested, at additional charge. Creatinine is automatically run on every urine specimen to ensure validity of the sample.

Specimen storage in Tacoma:

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Negative specimens are held for 7 days.
Positive specimens are held for 60 days.

Provided Specimen Collection & Transport Supplies:

- Specimen Container with Temperature Strip
- Specimen Security Bag
- Courier Bag, FedEx Supplies, or USPS Mailers

Specimen Transport: FedEx or Courier (select locations) pick-ups Monday through Friday with next day delivery to Cordant Health Solutions * *A FedEx surcharge may apply when shipping less than 5 samples per bag or fewer pickup days can be chosen to help reduce your price.*

ELECTRONIC TEST RESULTS:
Secure Online web portal through our standard web results portal or SENTRY. Results can also be delivered via fax, web, or e-mail. We provide results within a 24-48 hour turn-around time (not including weekends and holidays). We pride ourselves on providing quality test results within the fastest turn around times in the industry.

Confirmed positive test results for common substances are typically provided within 48-72 hours after receipt of specimens by the laboratory. Negative screen results are reported within twenty-four to forty-eight (24-48) hours of receipt by the laboratory. On average, Cordant Health Solutions Laboratory delivers over 40% of confirmed positive results on common substances on the same day as receipt of specimen, with the balance reported the following day. Results are noted individually as positive or negative.

TURNAROUND TIME (TAT):
Upon receipt at laboratory:

Urine
- *Negative results are reported within 24 hours – 48 hours.*
- *Positives are reported within 48 – 72 hours.*

Oral Fluid
- *Negative results reported within 24 - 48 hours.*
- *Positive results available within 48 - 72 hours.*

Hair Testing (sent to Cordant – New York)
- *Negative results reported within 3-5 business days.*
- *Confirmed positive results reported within 5-7 business days.*

BILLING: Cordant Health Solutions monthly invoicing for direct bill customers can be invoiced net 15 Days or Net 30 Days. You will be invoiced at Net 30 unless otherwise specified.

**This service agreement must be signed within 90 days of delivery or it can be void and a new service agreement will be created.

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TERMS AND CONDITIONS

The prices listed in this schedule will remain in effect for one (1) year from the execution of this pricing schedule, subject to revision based on changes to pricing assumptions as set forth above. After the initial one (1) year period, upon thirty (30) days' written notice, Cordant retains the right to make adjustments, including price adjustments (due to cost changes) and change in methodology (due to advances in technology).

The customer, _____, agrees to remit payment to Cordant, following receipt of invoice, per the payment terms shown. At Cordant's discretion, services may be terminated for late and/or non-payment. With respect to all payments received more than fifteen (15) days after the Payment Due Date, a late charge of one- and one-half percent (1.5%) per month or the maximum permissible amount permitted under the law, may be charged at Cordant's sole discretion on payments due to Cordant from the Payment Due Date until the date the payment is received by Cordant.

Laboratory Services shall only be rendered by Laboratory with a valid order, on Cordant's electronic or hard-copy requisition form, entered by a person authorized under applicable law to order the requested laboratory testing. Under no circumstances shall Cordant's liability to Client for any loss related to the provision of laboratory services pursuant to this pricing schedule exceed the value of payments made to Cordant by Client for such services. Nothing in this Agreement shall require Client to refer laboratory tests to Cordant. Cordant may, at its sole discretion, terminate the provision of laboratory services to client upon fifteen (15) days' notice for nonpayment or violation of the Terms and Conditions.

On behalf of the organization listed below, I hereby understand and agree to the above services and terms.

See attached signature page

Client Name & Address

Print Name | Title

Signature | **Date**

Cordant Representative

Cordant Representative (Print Name)

Signature | **Date**

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AGENDA ITEM: Consent	**TYPE OF ACTION NEEDED**	CONSENT AGENDA xx
MEETING DATE: FC 12/17/2019 BC 01/07/2020	Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
SUBJECT: Public Works Contract with Johnson Controls Fire Protection, LP		
Prepared By: Rosa Garcia		
Reviewed By: Darryl Banks		

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center solicited quotes to provide an annual fire alarm inspection, fire extinguisher testing, sprinkler inspection and repair, if necessary, for the January 1, 2020 through December 31, 2021.

SUMMARY

The proposals are as follows:

- Johnson Controls Fire Protection, LP, Spokane, WA – JOHNSCF837PB - $2,375.00 for annual fire alarm inspection, fire extinguisher inspection $172.00, sprinkler inspection $930.00, kitchen hood inspection $401.00 and $208.00 per hour for fire alarm repairs, $135.00 per hour for fire sprinkler, and $133 per hour for suppression repairs, if necessary
- AlarmPro, LLC, Wenatchee, WA – ALARML*891DJ – Did not respond
- Blue Mountain Fire Protection, Inc., Kennewick, WA – BLUEMMF890CQ – Did not respond
- Fire Control Sprinkler Systems Co., Inc., Spokane, WA – FIRECSS120R1 – Did not respond

COORDINATION

This Contract was coordinated by Cindy Macdonald, Johnson Controls Fire Protection, LP, Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center; Shela Berry, Administrative Financial Services Manager; and Jennifer Johnson, Deputy Prosecuting Attorney for Franklin County. The Contract was prepared by Rosa Garcia, Senior Administrative Secretary for the Benton-Franklin Counties Juvenile Justice Center.

RECOMMENDATION

The Juvenile Administrative Financial Services Manager reviewed the quotes and recommends Johnson Controls Fire Protection, LP to provide annual fire alarm inspection, fire extinguisher testing, sprinkler inspection, kitchen hood repair and repairs, if needed as they were the lowest bidder.

FISCAL IMPACT

Amount not to exceed $40,000.00 to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Public Works Contract with Johnson Controls Fire Protection, LP and 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 Rosa Garcia to disperse.

I certify the above information is accurate and complete.

Rosa Garcia

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 AWARDING THE PUBLIC WORKS CONTRACT FOR FIRE ALARM INSPECTION, FIRE EXTINGUISHER TESTING, SPRINKLER INSPECTION AND REPAIR, IF NECESSARY, TO JOHNSON CONTROLS FIRE PROTECTION, LP

WHEREAS, per resolution 2012-677, any public works services or materials involving less than $40,000.00, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners and Board of Franklin County Commissioners; and

WHEREAS, the following quotes were solicited from contractors on the Benton County MRSC Small Works Roster:

- Johnson Controls Fire Protection, LP, Spokane, WA – JOHNSCF837PB - $2,375.00 for annual fire alarm inspection, fire extinguisher inspection $172.00, sprinkler inspection $930.00, kitchen hood inspection $401.00 and $208.00 per hour for fire alarm repairs, $135.00 per hour for fire sprinkler, and $133.00 per hour for suppression repairs, if necessary
- AlarmPro, LLC, Wenatchee, WA – ALARML*891DJ – Did not respond
- Blue Mountain Fire Protection, Inc., Kennewick, WA – BLUEMMF890CQ – Did not respond
- Fire Control Sprinkler Systems Co., Inc., Spokane, WA – FIRECSS120R1 – Did not respond

WHEREAS, Johnson Controls Fire Protection, LP, Spokane Valley, WA was the only responsive bidder; and

WHEREAS, the Administrative Services Manager reviewed the quotes and recommends awarding the Public Works Contract to Johnson Controls Fire Protection, LP; **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 Administrative Financial Services Manager recommendation and hereby awards Johnson Controls Fire Protection, LP, the Public Works Contract for annual fire alarm inspection, fire extinguisher inspection, sprinkler inspection, kitchen hood and repair, if necessary to the Benton-Franklin Counties Juvenile Justice Center for a total contract amount not to exceed $40,000.00 including W.S.S.T; and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners and the Board of Franklin County Commissioners hereby awards the Public Works Contract to Johnson Controls Fire Protection, LP; and

BE IT FURTHER RESOLVED the term of the attached contract shall commence January 1, 2020 and shall expire on December 31, 2021.

DATED this ____ day of _____ 2019
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ____ day of _____ 2019
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-Johnson Controls 1-BFJJC

R. Garcia

BENTON-FRANKLIN COUNTIES
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, 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, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Johnson Controls Fire Protection, LP,** a corporation organized under the laws of the State of Washington with its principal offices at 10010 E. Knox Avenue, Spokane, WA 99206 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A - Proposed Labor Rates dated November 4, 2019;
b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin on **January 1, 2020** and shall expire on **December 31, 2021.** The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

1. Fire Alarm Test & Inspection (Annual)

2. Sprinkler Tet & Inspection - Wet Sprinkler & Backflow Systems (Annual)

3. Extinguisher Test & Inspection (Annual)

4. Kitchen Hood Test & Inspection (Semi-Annual)

5. As needed repair, if necessary

a. The CONTRACTOR agrees to provide the above services for the Benton-Franklin Counties Juvenile Justice Center location in accordance with Exhibit A.

b. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTIES of that fact and shall coordinate with COUNTIES to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTIES for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTIES' Contract Representative or his or her designee prior to CONTRACTOR leaving the work site.

d. The COUNTIES does not guarantee utilization of this contract. The COUNTIES may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTIES.

e. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

f. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

g. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

h. The CONTRACTOR shall confer with the COUNTIES from time to

time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Tami Irene Wais
Address:	10010 East Knox Avenue, Ste. 100 Spokane, WA 99206-4156
Phone:	(509) 534-6055
Email:	tami.wais@jci.com

b. For COUNTIES:

Name:	Darryl Banks, Administrator
Address:	5606 W. Canal Place, Suite 106 Kennewick, WA 99336
Phone:	(509) 222-2316
Email:	Darryl.Banks@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance with the attached documents hereto as Exhibits A. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Forty Thousand Dollars ($40,000.00), including W.S.S.T.

c. The CONTRACTOR shall have received training on the requirements related to public works and prevailing wage or, have completed three (3) or more public works projects and have had a valid business license in Washington for three (3) or more years and exempt from required training in RCW 39.04.350.

d. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTIES' Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTIES' Contract Representative. No final payment will be made until the affidavit is provided. COUNTIES require that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

e. The CONTRACTOR may invoice the COUNTIES for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.

f. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTIES for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTIES as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTIES' Contract Representative.

c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTIES. The COUNTIES shall only be liable to pay for invoiced amounts that are detailed and

supported as described in this section. The COUNTIES shall authorize payment when the work billed is accepted by the COUNTIES and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTIES shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTIES stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTIES. If such written election is not received by the COUNTIES, then the COUNTIES may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

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

8. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or

caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTIES or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTIES or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTIES to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation and employers liability.

   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.

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

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

$1,000,000 Each Occurrence

The commercial general liability policy 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 any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

d. **Other Insurance Provisions**:

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be

endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.

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

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an

endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages

shall be mailed to the COUNTIES' Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton-Franklin Counties Risk Manager at the following addresses: 5606 West Canal Place, Suite 106, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton and Franklin COUNTIES with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton and Franklin Counties, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTIES to retain ten percent (5%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds must be received by COUNTIES within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors,

administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

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

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTIES. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTIES pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTIES prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTIES takes no responsibility for any inaccuracies or ambiguities contained

therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, or the presence of any sensory, mental, or physical disability.

19. DISPUTES

Disputes over the CONTRACTOR'S performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTIES.

21. ENTIRE AGREEMENT

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

22. NOTICES

Any notices shall be effective if personally served upon the other

party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

23. SEVERABILITY

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

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

24. LITIGATION HOLD NOTICE

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

25. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTIES is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made the COUNTIES may be required by virtue of that Act to disclose any

records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR 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 COUNTIES' release of records covered under the Public Records Act. The COUNTIES agree to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

- This section was intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective **January 1, 2020.**

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

JOHNSON CONTROLS FIRE PROTECTION, LP	**Benton-Franklin Counties Juvenile Justice Center**
12/3/2019	12-3-19
Cindy Macdonald Date	**Darryl Banks** Date **Juvenile Court Administrator**
BENTON COUNTY APPROVAL	**FRANKLIN COUNTY APPROVAL**
Approved as to Form:	Approved as to Form: 11/4/19
Stephen Hallstrom, Deputy Prosecuting Attorney Date	Jennifer Johnson, Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

SERVICE SOLUTION

Customer:
Benton-Franklin County
Date: 04-NOV-19
Proposal #:738865
Term:01-JAN-20 to 31-DEC-22

Billing Customer:
Benton-Franklin County
5606 W Canal Dr Ste 106
Juvenile Justice Center
KENNEWICK, WA 99336-1300

Service Location:
Benton-Franklin County
5606 W CANAL DR STE 106
KENNEWICK, WA 99336

Johnson Controls Fire Protection LP
Sales Representative:
TAMI IRENE WAIS
10010 East Knox Ave
SPOKANE, WA 99206-4156
tami.wais@jci.com

INVESTMENT SUMMARY

(*Excludes applicable Sales Tax* ▪ *Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
FIRE ALARM BASIC SERVICE OFFER			
SIMPLEX 4100/4020 FIRE ALARM SYSTEM			
Main Fire Alarm Panel	1	Annual	
Smoke Sensor Addressable	190	Annual	
Heat Detector Restorable	20	Annual	
Pull Station	13	Annual	
Audio-Visual Unit Addressable	29	Annual	
	FIRE ALARM BASIC SERVICE OFFER Total:		$2,375.00
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	7	Annual	
	SPRINKLER BASIC SERVICE OFFER Total:		$832.00
SPRINKLER BASIC SERVICE OFFER			
BACKFLOW SYSTEM			
Backflow Preventer-Fire	1	Annual	
	SPRINKLER BASIC SERVICE OFFER Total:		$98.00
EXTINGUISHER BASIC TEST & INSPECT			
EXTINGUISHERS/PORTABLES SYSTEM			

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SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Dry chem - stored pressure- refillable (ABC)	20	Annual	
	EXTINGUISHER BASIC TEST & INSPECT Total:		$172.00
KITCHEN HOOD TEST & INSPECT HOOD SYSTEM			
Single Tank Suppression System	1	Semi-Annual	
	KITCHEN HOOD TEST & INSPECT Total:		$401.00
	Total Recurring Annual Investment:		$3,878.00

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Johnson Controls

SERVICE SOLUTION

SUMMARY OF SERVICES

SPRINKLER BASIC SERVICE OFFER - BACKFLOW SYSTEM

TEST AND INSPECTION:
Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. Labor discount if bundled with Fire Alarm Service Offer (10% with FA Basic), (20% with Advance, Precision, or Comprehensive).

DOCUMENTATION:
Accessible components and devices logged for:
Test results
Any discrepancies found noted
Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

SPRINKLER BASIC SERVICE OFFER - WET SPRINKLER SYSTEM

TEST AND INSPECTION:
Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. Labor discount if bundled with Fire Alarm Service Offer (10% with FA Basic), (20% with Advance, Precision, or Comprehensive).

DOCUMENTATION:
Accessible components and devices logged for:
Test results
Any discrepancies found noted
Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual Wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

FIRE ALARM BASIC SERVICE OFFER - SIMPLEX PROGRAMMABLE FIRE ALARM SYSTEM

TEST AND INSPECTION:
Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance.System labor discount on parts and peripherals of 10%. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:
Accessible components and devices logged for:
Location of each device tested, including system address or zone location

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Test results and applicable voltage readings
any discrepancies found noted
Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

EXTINGUISHER TEST & INSPECT - EXTINGUISHERS/PORTABLES SYSTEM

TEST AND INSPECTION OVERVIEW:
Inspections and diagnostic tests for the accessible portable fire extinguishers listed. Labor discount if bundled with Fire Alarm Service Offer (10% with FA Basic), (20% with Advance, Precision, or Comprehensive).

Any recharges, hydrostatic testing, service parts and labor will be performed at the time of inspection and billed in addition to this agreement.

DOCUMENTATION:
Any discrepancies found will be noted.

Inspection documentation shall be provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

KITCHEN HOOD TEST & INSPECT - HOOD SYSTEM

TEST AND INSPECTION:
Inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. Labor discount if bundled with Fire Alarm Service Offer (10% with FA Basic), (20% with Advance, Precision, or Comprehensive).

DOCUMENTATION:
Accessible components and devices logged for:
Location of each device tested, including system address or zone location
Test results and applicable voltage readings
Required device tags
Any discrepancies found noted
Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

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SERVICE SOLUTION

SPECIAL PROVISIONS

If there are deficiencies found, repairs or other service work needed, this will be subject to prevailing wage and will be billed at
$208 per hour for fire alarm issues
$135 per hour for sprinkler issues
and $133 per hour for suppression related issues

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SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Benton-Franklin County** and is effective **01-JAN-20** to **31-DEC-22** (the "Initial Term").

PAYMENT TERM: *Semi-Annual After Service is Performed*

PAYMENT AMOUNT: $3,878.00 - **Proposal # :** 738865

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Benton-Franklin County		**Johnson Controls Fire Protection LP**	
Signature:	See attached signature page	TAMI IRENE WAIS	
Print Name:	_____	Phone #:	_____
Title:	_____	Fax #:	_____
Phone#:	_____	License #: (If Applicable)	_____
Fax #:	_____	Authorized Signature:	_____
Email:	_____	Print Name:	_____
PO#:	_____	Title:	_____
Date:	_____	Date:	_____

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Exhibit B

State of Washington
Department of Labor & Industries

Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 11/1/2019

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Benton	Electricians - Inside	Cable Splicer	$69.59	5A	1E		View
Benton	Electricians - Inside	Journey Level	$67.22	5A	1E		View
Benton	Electricians - Inside	Welder	$71.97	5A	1E		View
Benton	Sprinkler Fitters (Fire Protection)	Journey Level	$56.82	7J	1R		View

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 126.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

C. McKenzie

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Parks Dept Nbr: 126

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
576-800	4701	Utilities	$1,000	576-800	9802	ER&R Vehicle Maint.	$1,000
TOTAL			$1,000	TOTAL			$1,000

Explanation:

Transfer needed to pay for maintenance performed on equipment by the Road Dept. that was not originally budgeted.

Prepared by: Cami McKenzie Date: 17-Dec-2019

Approved ❑ Denied ❑ Date: 1/7/2019

Chairman

Member

Member

AGENDA ITEM	**TYPE OF ACTION NEEDED**			
MEETING DATE: January 7, 2020	Execute Contract	**X**	Consent Agenda	**X**
SUBJECT: Shoreline Master Program (SMP) Grant Agreement SEASMP-11921-BeCOPD-00012	Pass Resolution	**X**	Public Hearing	
	Pass Ordinance		1st Discussion	
			2nd Discussion	
MEMO DATE: December 6, 2019	Pass Motion	**X**	Other	
Prepared By: Donna Hutchinson	Other			
Reviewed By: Greg Wendt				

BACKGROUND INFORMATION

To improve and protect the state shoreline areas, Washington State Legislature passed the Shoreline Management Act in 1971(RCW 90.58) which was later adopted in 1972 by referendum vote. There are three basic policy areas of "The Act": shoreline use, environmental protection, and public access. The Act emphasizes accommodation of appropriate uses that require a shoreline location, protection of shoreline environmental resources and protection of the public's right to access and use the shorelines (RCW 90.58.020).

Benton County's current Shoreline Master Program (SMP) was adopted on February 15, 2016. Under the state Shoreline Management Act, cities and counties are required to periodically review their land-use policies and regulations governing shoreline uses within their jurisdiction. These locally-tailored SMPs are adopted and approved by each local government, as well as Ecology. Benton County's required update is due to be completed on or before June 30, 2021 per RCW 90.58.020.

SUMMARY

Under state law, Washington's 39 counties and more than 200 cities that have shoreline areas covered under the Shoreline Management Act must develop individual, locally tailored programs to guide construction and development in regulated shoreline areas. Shoreline master programs help counties and cities avoid or lessen environmental damage as shoreline areas are developed. Benton County is required by RCW 90.58.080 (2)(a)(v), to review, update, and adopt its shoreline master program in accordance with the provisions of the Shoreline Management Act (RCW 90.58) and the Shoreline Master Program Guidelines (WAC 173-26), on or before June 30, 2021.

State law established a cooperative relationship between local governments and the Washington State Department of Ecology (DOE). Benton County and the Department of Ecology share joint authority and responsibility for the administration of the Benton County SMP. The DOE administers SMP guidelines (WAC 173-26) and provides technical assistance to local governments and funding in the form of grants.

The Act requires the state to provide "reasonable and adequate" funding for SMP updates. The amount of funding is based on a number of factors including, but not limited to: miles of shoreline; number and complexity of kinds of shoreline (streams and rivers); population; and growth rate. These shorelines include rivers and streams with flow over 20 cubic feet per second mean annual flow. The County has approximately 411 miles of shoreline (measured in single banks). The shoreline jurisdiction extends 200 feet landward of these waters and includes associated wetlands and floodplains.

STAFF REVIEW AND ANALYSIS:

Benton County has secured grant funding from the DOE in the amount of $84,000, effective July 1, 2019 through June 30, 2021 to be appropriated in the 2019-2020 Biennium and the 2020-2022 Biennium, to assist the County in completion of its Shoreline Master Program update. The attached SMA Grant Agreement No. SEASMP-11921-BeCOPD-00012 between the State of Washington Department of Ecology and Benton County describes the scope of work, tasks, activities and timeline for the completion of the County's Shoreline Management Program Update which meets the procedural and substantive requirements, rules, and guidelines of the SMA. The effective date of the agreement (contract) is July 1, 2019 to June 30, 2021.

RECOMMENDATION

Recommendation of Planning Staff is that the Board of County Commissioners enter into contract with the Department of Ecology to receive the County's allotted grant funds to complete the County's Shoreline Master Program update.

FISCAL IMPACT

This is a non-match grant, so the County does not have to provide funds, however, planning staff time will be needed. An Expenditure Budget for the SMP Update process is shown on page 14 of the attached agreement. The Planning Department will be working with the Finance and Budget personnel to develop a final budget to be brought before the Board. Grant funds are awarded on a reimbursable basis, so a supplement to the Planning Department budget will be required. The County initially pays project costs as they incur. Invoicing to Ecology is usually by quarter, but not more often than once a month.

MOTION

A motion to approve the attached agreement to enter into contract with the Department of Ecology for the Periodic review and update to the Shoreline Master Program as required by RCW 90.58.080.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON IN THE MATTER OF COUNTY PLANNING RE: Shoreline Management Act (SMA), Agreement No. SEASMP-1921-BeCOPD-00012, entering into contract with Washington State Department of Ecology to secure grant funding necessary to complete review and update of Benton County's Shoreline Master Program.

WHEREAS, the Washington State Legislature passed the Shoreline Management Act in 1971 (RCW 90.58), and the Act was adopted by referendum vote in 1972; and,

WHEREAS, Benton County's current Shoreline Master Program (SMP) was adopted on February 16, 2015; and,

WHEREAS, Benton County and the Department of Ecology share joint authority and responsibility for the administration of the Benton County SMP; and,

WHEREAS, RCW 90.58.080 (2)(a)(v), requires Benton County to review, update, and adopt its shoreline master program in accordance with the provisions of the Shoreline Management Act (RCW 90.58) and the Shoreline Master Program Guidelines (WAC 173-26), on or before June 30, 2021; and,

WHEREAS, the Department of Ecology has allocated grant funding for Benton County in the amount of $84,000.00 effective July 1, 2019 through June 30, 2021; is projected for appropriation in the 2019-2020 and the 2021-2022 Biennium, to assist the County in completion of its Shoreline Master Program Update; NOW THEREFORE,

BE IT RESOLVED, that upon entering into contract with the Washington State Department of Ecology, Benton County will receive the allocated state grant funding necessary to complete the review and update of the County's Shoreline Management Plan; and,

BE IT FURTHER RESOLVED, that the Board approved the Agreement No. SEASMP-1921-BeCOPD-00012 between Benton County and the Department of Ecology in the amount of $84,000.00 effective July 1, 2019 through June 30, 2021 for the update of Benton County's Shoreline Master Plan attached hereto; and,

BE IT FURTHER RESOLVED, the contract shall be fully executed upon signature of both parties.

Dated this_____day of_____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GW/djh

Agreement No. SEASMP-1921-BeCOPD-00012

SHORELANDS SHORELINE MASTER PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

BENTON COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Benton County, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Shoreline Master Program – Periodic Review
Total Cost:	$84,000.00
Total Eligible Cost:	$84,000.00
Ecology Share:	$84,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Periodic Review of the Shoreline Master Program

Project Short Description:
The RECIPIENT will conduct a periodic review of the Shoreline Master Program (SMP) that is developed in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (SMP Guidelines).

Project Long Description:
The purpose of the Shoreline Master Program periodic review is to (a) assure that the master program complies with applicable law and SMP Guidelines in effect at the time of the review, and (b) assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under chapter RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information, or improved data.

Please note: Beyond the scope of this agreement, the RECIPIENT will continue the SMP formal adoption process as stated in the SMA and WAC 173-26. Work related to these activities and formal adoption by the local governing body is eligible for reimbursement under this grant, provided it is completed by June 30, 2021. The adoption process includes the activities shown below.

1. Complete SEPA review and documentation
Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

2. Provide GMA 60-day notice of intent to adopt
For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

3. Hold public hearing
Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

4. Prepare a responsiveness summary
Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

5. Adopt SMP and submit to ECOLOGY
Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

The RECIPIENT will be using grant funds to pay for the following tasks:
Task 1 Project Oversight: Coordination, Management and Administration.
Task 3 Public Participation.
Task 4 Review Shoreline Master Program and Draft Revisions, If needed.
Task 5 Final Draft SMP or Findings of Adequacy.

The RECIPIENT will be paying for the following task themselves:
Task 2 Secure Consultant Services, If Needed.

Overall Goal:
Periodic Review Checklist and final draft SMP amendment or Findings of Adequacy.

RECIPIENT INFORMATION

Organization Name: Benton County

Federal Tax ID: 91-6001296
DUNS Number: 602898884

Mailing Address: P.O. Box 910
Prosser, WA 99350

Physical Address: 620 Market
Prosser, Washington 99350

Organization Email: greg.wendt@co.benton.wa.us
Organization Fax: (509) 786-5629

Contacts

Project Manager	Greg Wendt Assistant Planning Manger 1002 Dudley Avenue Prosser, Washington 99350 Email: greg.wendt@co.benton.wa.us Phone: (509) 786-5612
Billing Contact	Donna Hutchinson Office Assistant IV 1002 Dudley Avenue Prosser, Washington 99350 Email: donna.hutchinson@co.benton.wa.us Phone: (509) 786-5612
Authorized Signatory	Greg Wendt Assistant Planning Manger 1002 Dudley Avenue Prosser, Washington 99350 Email: greg.wendt@co.benton.wa.us Phone: (509) 786-5612

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Lennard Jordan 1250 W Alder St. Union Gap, Washington 98903-0009 Email: ljor461@ecy.wa.gov Phone: (509) 457-7125
Financial Manager	Amy Krause PO Box 47600 Olympia, Washington 98504-7600 Email: amkr461@ecy.wa.gov Phone: (360) 407-7107

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Gordon White Date

Shorelands

Program Manager

Template Approved to Form by
Attorney General's Office

Benton County

By: Greg Wendt 12/18/19

Greg Wendt Date

Assistant Planning Manger

Shon Small

Chairman, Board of County Commissioners Date

James Beaver

Member, Board of County Commissioners Date

Jerome Delvin

Member, Board of County Commissioners Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $3,000.00

Task Title: 1. Project Oversight: Coordination, Management, and Administration

Task Description:
The RECIPIENT will provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, project management, and project administration.

A. The RECIPIENT will coordinate with ECOLOGY throughout the SMP review process. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

B. The RECIPIENT will coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.

C. The RECIPIENT will conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

D. The RECIPIENT will submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:
Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:
Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report. Properly maintained project documentation.

Recipient Task Coordinator: Donna Hutchinson

1. Project Oversight: Coordination, Management, and Administration

Deliverables

Number	Description	Due Date
1.1	Progress reports are due quarterly.	
1.2	Recipient Close Out Report	06/30/2021

SCOPE OF WORK

Task Number: 2 **Task Cost:** $0.00

Task Title: 2. Secure Consultant Services, If Needed

Task Description:
If applicable, the RECIPIENT will:

A. Secure qualified consultant services

In accordance with the RECIPIENT or State of Washington procurement procedures, the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:
To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcome:
If applicable, signed contract and sub-agreement with consultant(s).

Recipient Task Coordinator: Greg Wendt

2. Secure Consultant Services, If Needed

Deliverables

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL per the date in the Deliverable Due Dates form.	
2.2	Update in quarterly progress report.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $10,200.00

Task Title: 3. Public Participation

Task Description:
The RECIPIENT will:

A. Develop a Public Participation Plan

Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities

Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:
To inform and involve all stakeholders in the SMP periodic review process.

Task Expected Outcome:
Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: Greg Wendt

3. Public Participation

Deliverables

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL per the date in the Deliverable Due Dates form.	
3.2	Updates of public involvement activities in progress reports.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $56,900.00

Task Title: 4. Review Shoreline Master Program and Draft Revisions, If Needed

Task Description:
The RECIPIENT will:

A. Review the SMP to determine if revisions are needed

1. Review amendments to chapter 90.58 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.

2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program or Findings of Adequacy.

3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.

B. Draft revised SMP goals, policies and regulations, or prepare Findings of Adequacy

1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.

2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:
To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:
A completed Periodic Review Checklist documenting the initial staff review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Recipient Task Coordinator: Greg Wendt

4. Review Shoreline Master Program and Draft Revisions, If Needed

Deliverables

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL per the date in the Deliverable Due Dates form.	
4.2	Initial draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL per the date in the Deliverable Due Dates form.	

SCOPE OF WORK

Task Number: 5 **Task Cost:** $13,900.00

Task Title: 5. Final Draft SMP or Findings of Adequacy

Task Description:
The RECIPIENT will:

A. Conduct public review process

Conduct a local public review process for the proposed Shoreline Master Program as provided in the SMA and WAC 173-26. Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies, or regulations with copies of any provisions adopted by reference. Where no changes are needed, the local process will include a formal Findings of Adequacy.

B. Assemble final draft amendment or Findings of Adequacy

Assemble a complete SMP final draft amendment in preparation for review and approval by the local jurisdictional governing body. Where the review determines that no changes are needed, the Recipient will prepare a formal Findings of Adequacy.

Task Goal Statement:
Complete a Shoreline Master Program final draft amendment or Findings of Adequacy.

Task Expected Outcome:
A Shoreline Master Program final draft amendment or Findings of Adequacy.

Recipient Task Coordinator: Greg Wendt

5. Final Draft SMP or Findings of Adequacy

Deliverables

Number	Description	Due Date
5.1	Updates of public review process activities in progress report.	
5.2	Submit an SMP final draft amendment or Findings of Adequacy, with relevant supporting documentation and a complete Periodic Review checklist. Upload to EAGL per the date in the Deliverable Due Dates form.	

BUDGET

Funding Distribution EG200323

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Environmental Legacy Stewardship Account (
Funding Type: Grant
Funding Effective Date: 07/01/2019
Funding Expiration Date: 06/30/2021

Funding Source:

Title: Environmental Legacy Stewardship Account (ELSA)

Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewardship Account (ELSA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Environmental Legacy Stewardship Account (ELSA)	**Task Total**
1. Project Oversight: Coordination, Management, and Administration	$ 3,000.00
2. Secure Consultant Services, If Needed	$ 0.00
3. Public Participation	$ 10,200.00
4. Review Shoreline Master Program and Draft Revisions, If Needed	$ 56,900.00
5. Final Draft SMP or Findings of Adequacy	$ 13,900.00
	Total: $ 84,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Environmental Legacy Stewardship Account (ELSA)	0.00 %	$ 0.00	$ 84,000.00	$ 84,000.00
Total		**$ 0.00**	**$ 84,000.00**	**$ 84,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Deliverable Due Date Form:

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverable Due Date EAGL form. The RECIPIENT will keep track of these due dates, and will note any date changes on the quarterly progress reports. The Deliverable Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the agreement.)

Document Accessibility Requirements (as described in the General Terms and Conditions of this Agreement: ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY):

For documents produced under this agreement intended to be published, posted, or hosted on ECOLOGY's external web site, the RECIPIENT shall provide the documents in both their "native format" (such as Word, Excel, PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). The RECIPIENT will provide ECOLOGY the Accessibility Checker's report. ECOLOGY will review the PDF Accessibility results and may request the RECIPIENT remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the RECIPIENT remedy any identified issues before acceptance of the document. For assistance concerning Accessibility, visit state of Washington, Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility).

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for

debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. 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 which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit ECOLOGY's web page, Green Purchasing,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. 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.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

AGENDA ITEM **MTG. DATE:** January 7, 2020 **SUBJECT:** Professional Services Contract – White Bluffs Consulting Shorelines Master Program 2021 Periodic Update **MEMO DATE:** December 6, 2019 **Prepared By:** Donna Hutchinson **Reviewed By:** Greg Wendt	**TYPE OF ACTION NEEDED** Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	**X** **X** **X**	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other	**X**

BACKGROUND INFORMATION

RCW 90.58 requires that each County to conduct a periodic review of its Shoreline Master Program (SMP) as required by by the Washington State Shoreline Management Act (SMA), RCW 90.58.080(4). The SMA requires each SMP be reviewed and revised, if needed, on an eight-year schedule established by the Legislature. The review ensures the SMP stays current with changes in laws and rules, remains consistent with other Benton County plans and regulations, and is responsive to changed circumstances, new information and improved data.

Benton County is required to complete their SMP Periodic Update by June 30, 2021 and therefore the Benton County Planning Department has contacted Ben Floyd with White Bluffs Consulting and requested that a scope of services and budget be prepared which identifies the necessary changes to the County's Shoreline Master Program.

SUMMARY

Benton County per RCW 90.58 is required to perform a periodic review and update to its Shoreline Master Plan and has contacted Ben Floyd with White Bluffs Consulting and requested that a scope of services and budget be prepared which identifies the necessary changes to the County's Shoreline Master Program.

RECOMMENDATION

The Benton County Interim Planning Manager recommends that the Board of County Commissioners enter into a Professional Services Contract, including Exhibit A – Scope of Services and Budget (not to exceed $75,000.00), and Exhibit B – Billing Rate Schedule, with White Bluffs Consulting for assistance in updating the Benton County comprehensive land use plan and development regulations in accordance with the settlement agreement between Benton County and Futurewise, with said contract expiring on June 30, 2021.

MOTION

The Board signs and adopts the attached Resolution and Professional Services Contract between Benton County and White Bluffs Consulting, including Exhibit A – Scope of Services and Budget and Exhibit B – Billing Rate Schedule, for the purposes of conducting a periodic review of its Shorelines Master Program per RCW 90.58.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS, BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING – ENTERING INTO A PROFESSIONAL SERVICES CONTRACT (TERMS AND CONDITIONS, SCOPE OF SERVICES AND BUDGET, AND BILLING RATE SCHEDULE) BETWEEN BENTON COUNTY AND WHITE BLUFFS CONSULTING TO REVISE THE COUNTY'S SHORELINE MASTER PROGRAM AS PART OF THE 2021 PERIODIC UPDATE AS REQUIRED BY THE WASHINGTON STATE SHORELINE MANAGEMENT ACT

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and ensure the care of county property and the management of county funds and business; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached contract as being in the best interest of Benton County. **NOW, THEREFORE,**

BE IT RESOLVED that the attached Professional Services Contract (Terms and Conditions, Exhibit A-Scope of Services and Budget, and Exhibit B-Billing Rate Schedule) between Benton County and White Bluffs Consulting for revisions to the County's Shoreline Master Program as part of the 2021 periodic update as required by the Washington State Shoreline Management Act is hereby approved by the Board and said contract is effective immediately and shall expire on June 30, 2021.

BE IT ALSO RESOLVED that the County agrees to compensate White Bluffs Consulting, LLC a maximum total amount not to exceed $75,000.00 for appropriation in the 2019-2020 and the 2021-2022 biennium with said contract expiring on June 30, 2021.

Dated this _____ day of _____ 2020.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

GW/djh

BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **White Bluffs Consulting**, **LLC**, a corporation organized under the laws of the State of Washington with its principal offices at 189205 East 36th Avenue, Kennewick, WA 99337 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A, Scope of Services and Budget; and
b. Exhibit B, White Bluffs Consulting, LLC 2019 Billing Rate Schedule.

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties and shall expire on **June 30, 2021.** The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide professional assistance with addressing certain revisions to the County's Shoreline Master Program as part of the 2021 periodic update as required by the Washington State Shoreline Management Act. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, Scope of Services and Budget, which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material,

labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule set forth on Exhibit A attached hereto.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Ben Floyd, Principal Planner
White Bluffs Consulting, LLC
189205 East 36th Avenue
Kennewick, WA 99337
(509) 539-3366
ben@whitebluffsconsulting.com

b. For COUNTY:

Jerrod MacPherson, Planning Manager
Benton County Planning Department
P.O. Box 910
Prosser, WA 99350
(509) 786-5612
jerrod.macpherson@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid for services performed at hourly rates as set forth in Exhibit B, "White Bluffs Consulting, LLC 2019 Billing Rates Schedule", attached hereto and incorporated herein by reference; provided the total amount billed by the CONTRACTOR and paid by the COUNTY for services

performed for each Task shall not exceed the amounts set forth under each Task budget in Exhibit A. No amount that exceeds those amounts will be approved and paid for by the COUNTY except with an amendment to this Contract executed in accordance with Section 6 of this Contract.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed seventy-five thousand dollars and zero cents ($75,000.00), including W.S.S.T.

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

d. The CONTRACTOR may, in accordance with Exhibits A and B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, 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 or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws,

including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the

COUNTY with proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage 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 COUNTY 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 COUNTY.

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.

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated

in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then

CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative

referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR, shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations

and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are

now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless 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 COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version

specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice 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 e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR 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 COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

28. THIRD PARTY BENEFICIARY

The State of Washington is a third-party beneficiary of the Contract with full rights as such.

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: _____

FOR: WHITE BLUFFS CONSULTING, LLC

_____
Signature

Principal
_____
Title:

Benjamin C Floyd
_____
Print Name

EXHIBIT A

SCOPE OF SERVICES AND BUDGET

Benton County (the "County") has hired White Bluffs Consulting to assist with a limited update to the County's Shoreline Master Program (SMP). The County last updated the SMP in 2015.
The Contractor, White Bluffs Consulting, agrees to do the following:

1. Project initiation activities and preparing public participation plan.
2. Review the scientific basis for the riparian buffers in the current SMP and critical areas code (CA code), and the associated environment designations.
3. Make recommendations for any adjustments to these buffers based on the review.
4. Provide other support for this limited update including assisting with public involvement, coordination with Ecology, sharing information with the County Planning Commission and supporting the County in the environmental review and adoption of the updated program.

The Contactor has identified a subcontractor, Anchor QEA, to assist with several of the work tasks outlined in this scope of services.

Project Understanding

Benton County (County) intends to make limited amendments to the Benton County Shoreline Master Program (SMP), adopted in 2015. The limited SMP amendments will be based upon the Scope of Work provided below. The tasks outline in this Scope of Work are expected to last approximately 16 to 18 months.

Scope of Services and Deliverables

Task 1: Project Initiation

Subtask 1.1 Coordination with Ecology on SMP Amendment

Assist County staff throughout the process to coordinate and consult with Ecology to provide them opportunities to review and provide comments on draft deliverables. White Bluffs Consulting team members will request and attend one meeting with Ecology at the Central Regional Office in Union Gap, Washington, to discuss the proposed scope of the SMP amendment. The purpose of this meeting will be to coordinate with Ecology on the limited review process, identify any concerns or specific challenges arising from the proposed limited amendments, and to identify all documents, supporting materials, and processes required as part of the Ecology's review process.

Subtask 1.2 Public Participation Plan and Implementation

Develop a Public Participation Plan (PPP) in consultation with County staff that encourages public involvement during the amendment process consistent with WAC 173-26-090. The PPP will identify the following:

- Characterize opportunities for public input and engagement during the SMP and CA code amendment process, and how to stay informed.
- Identify a list of key stakeholders to engage in early and continuous participation in the SMP and CA code amendment process.
- Identify public and Planning Commission workshops, and County Commissioner meetings on the project timeline.

Prepare draft outreach and informational documents with graphics as needed, public notices that inform the public of the limited SMP amendment, and seek their input and involvement, including coordination of notice for the public hearing and comment period with Ecology pursuant to WAC 173-26-104.
Public participation may include up to one public workshop to solicit early public and agency comments during the drafting of the SMP amendment. The County will also develop and maintain an SMP Amendment website on the Planning Department website which will be maintained throughout the process to provide the public with information on the SMP amendment, meeting announcements, and a complete project library.

Maximum Task Cost 1: $9,200

Task 2: Develop Limited SMP Amendment and CA Code Updates

Subtask 2.1 Review Existing Riparian Buffers and Associated Scientific Basis

White Bluffs Consulting will review the existing buffers for consistency with findings in the Anchor QEA Semi-Arid Riparian Buffers Science Review prepared for Grant County (2011), and identify any inconsistencies including areas where the buffers may or may not be protective of ecological functions for the stream types included in the SMP and CA code. Identify any recommended modifications based on this review.

Subtask 2.2 Coordinate Input with Agencies for Technical Input

Consult with and solicit the comments of any persons, groups, federal, state, regional, or local agency, and tribes, having interests or responsibilities relating to the county's shorelines or any special expertise with respect to the environmental standards and potentially updated riparian buffers in the SMP and CA code, and environmental effects from amendments to the county's shoreline jurisdiction. A technical advisory committee that would meet up to two times may be organized to support this effort. Also share results with the Planning Commission and the public, consistent with the PPP.

Subtask 2.3 Review County's SMP and Ecology Checklist for Consistency

Review the county's SMP (including goals, policies, and background data), chapter 90.58 RCW, and Ecology's rules and determine if amendments are needed to the county's SMP to maintain compliance. Utilize Ecology's checklist to assist in this review and document what SMP changes are being made to address new statutory or regulatory changes.
Determine if any new information or improved data is available since the last update of the SMP in 2015 that warrant amendments to the SMP.

Subtask 2.4 Develop SMP and CA Code Amendment Text

Draft proposed amendments and track recommended changes in both the SMP and CA Code including:

- Critical areas in shoreline jurisdiction: BCC Title 15 Critical Areas was updated in 2018. Evaluate and update critical areas in shoreline jurisdiction with updated regulations.
- Riparian buffers and setback requirement: Evaluate and update riparian buffer width/requirements. Include stream classification and designation for applicable waterbodies.
- Evaluate and amend/update Shoreline Analysis Report, Restoration Plan and Cumulative Impacts Analysis, if necessary, to ensure data is up to date and consistent with SMP including the critical areas in shoreline jurisdiction.
- Prepare the SMP regulations for codification into the Benton County Code (BCC). Draft proposed amendments to the SMP (including critical areas in shoreline jurisdiction). Amendments to the SMP should incorporate any updates, corrections to typos and/or reorganization, as necessary, to make the regulations easy to navigate and apply.

Subtask 2.5 Develop State Environmental Policy Act Checklist

White Bluffs Consulting will prepare a State Environmental Policy Act (SEPA) checklist in compliance with RCW 43.21C.

Subtask 2.6 Draft Submittal Checklist

White Bluffs Consulting will prepare a draft SMP submittal checklist for submittal to Ecology. The checklist will be based on the checklist used for the 2015 Comprehensive SMP Update and indicate the changes and effects of the SMP and CA Code amendment in the comments.

Maximum Task Cost 2: $54,900

Task 3 Support Public Review and Adoption Process

Subtask 3.1 Present SMP Amendment to Ecology

White Bluffs Consulting team members will request and attend one meeting with Ecology to present the SMP amendment and supporting materials. The purpose of the meeting will be to identify any concerns on the part of the State as to the consistency of the SMP amendment with state law or policy. White Bluffs Consulting, under the direction of County team members, will update the deliverables developed in Task 1 to address the concerns of the Ecology regional shoreline planner.

Subtask 3.2 Support During Public Hearing

White Bluffs Consulting will support and attend one public hearing to consider the proposed SMP amendment. White Bluffs Consulting will develop a presentation on the proposed SMP amendment and the effects on shoreline development, shoreline ecological functions, and the science supporting the SMP amendment. White Bluffs Consulting team members will compile public comments made during the joint local/state public hearing for incorporation with written comments submitted during the public comment period.

Subtask 3.3 Prepare Comment/Response Matrix

White Bluffs Consulting will provide documentation of all public input received during the hearing and public comment period and responses will be developed as needed. The comments and responses will be complied in a single document for review by the County prior to submittal to Ecology as part of the administrative record and per WAC 173-23-104 (2)(e) and (3).

White Bluffs Consulting will compile comments received from Ecology and other agencies on behalf of Benton County during the joint public comment period and include them in the same comment/response matrix. Comments will be addressed in responses or updates to specific
language in the SMP amendment or supporting documents. White Bluffs Consulting will work with the Ecology regional shoreline planner to anticipate and preemptively address potential concerns of state agencies in order to minimize or eliminate work under this task.

Subtask 3.4: Coordinate State Submittal and Local Adoption

Technical and scientific support in communications with Ecology and other State agencies.

- Technical and scientific support during Planning Commission and Board of County Commissioners deliberations.
- Prepare a summary responding to all comments received during the public comment period, at any public meeting/open house, the Planning Commission hearing, and any Board of County Commissioners hearings, prior to Commissioners adoption of the draft SMP.

Subtask 3.5 Initial State Submittal

White Bluffs Consulting will attend up to one meeting or hearing with the Benton County Board of County Commissioners (BOCC) to present the proposed SMP amendment and comment/response matrix and answer

any

questions prior to the initial submittal to Ecology. White Bluffs Consulting will coordinate the submittal to Ecology for initial determination per WAC 173-26-104 (3).

Subtask 3.6 Local Adoption

Following Ecology's initial determination of concurrence, White Bluffs Consulting will support the County in the local adoption of the SMP amendment by BOCC resolution or ordinance to be prepared by the County. White Bluffs Consulting will support up to one meeting with the BOCC.

Subtask 3.7 Final State Review and Approval

Following local adoption, White Bluffs Consulting will prepare a complete submittal package of all required materials for the formal adoption and approval of the SMP amendment by Ecology.

Maximum Task Cost 3: $10,900

TOTAL COST: $75,000

Deliverables

The following deliverables will be submitted electronically in draft form for review and comment by County team members. Final versions, incorporating County team members' edits and resolved comments will be submitted electronically.

- Draft and final Ecology coordination meeting notes.
- Draft and final Public Participation Plan.
- Draft and final redline strikeout of the Benton County SMP and CA Code.
- Draft and final statement of proposed changes to the Benton County SMP and CA Code.
- Draft and final SEPA checklist.
- Draft and final comment/response matrix.
- County review draft and public review draft SMP submittal checklist.

Assumptions

The scope of work contained in this document is predicated upon the following provisions, assumptions, and conditions:

- The county may eliminate any task and associated contract hours/fees at any point throughout the contract period and will provide written notification of the task elimination to the consultant. Consultants will be paid for any associated contract hours worked/fees incurred prior to notification of cancellation.
- All work products, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the consultant or sub-consultant while performing work shall belong to the Benton County. Digital copies of any data collected by the consultant or subconsultants shall be provided to Benton County.
- All consultant deliverables will be prepared in MS Word format. All spreadsheets and graphs will be prepared in MS Excel format. All maps and graphs shall be produced in color where appropriate. Digital copies of draft and final deliverables will be provided in both MS Word and PDF file formats requested by county staff. Digital versions shall include all graphics, tables and appendices in suitable form for publishing on the county website.

- Unless otherwise agreed upon, the county is responsible for document reproduction and distribution of all review and final drafts.

- The consultant will have primary responsibility for coordinating, reviewing, and editing information obtained from their team members to ensure that the individual sections of the work submitted are prepared as part of one cohesive framework and/or document consistent in style and content.
- The county will provide all available government documents, studies, maps, GIS data layers, and mapping and other technical information pertaining to the update of the Benton County SMP based on the consultant's data request. Any documents provided in hardcopy shall be returned to the county as appropriate upon completion of the contract.
- The county will consolidate all internal county staff review comments on draft review documents and provide a single, complete set of comments to the consultant's project manager for revisions.
- The consultant will provide project updates and other information suitable for posting on the county's website. The county is responsible for website updates of available project materials. The county's Planning Commission typically meets the 2nd Tuesday of the month starting at 6:00pm; the Board of County Commissioners typically meets each Tuesday starting at 9:00 am. Staff reports and/or any associated attachments (e.g. draft or final documents, ancillary material, supporting memos) are due to the county two weeks before the associated planning commission or county commissioner meeting. This information must be taken into consideration when scheduling project milestones and legal noticing.
- County staff will be responsible for distribution of meeting notices, public meeting room arrangements, and other logistics for public meetings and hearings.
- The County shall notify the department of commerce of its intent to adopt shoreline policies or regulations, pursuant to RCW 36.70A.106.
- The County shall notify the cities in Benton County of the County's intent to adopt limited SMP amendments. Any intent by the cities to pursue associated limited SMP amendments will be led by each city, independent of the County amendment process.
- The SMP amendment will not propose changes to environmental designations or maps.
- The County shall be responsible for public notice in the newspaper of record and on the County's website, where documents will be posted for review. The County will produce any hardcopy materials for inspection by the public.
- Revisions and comments on draft documents from Benton County team members will be consolidated into a single consistent set for incorporation into final documents.

Schedule

No.	Task	Sub-Task	Schedule
1	Project Initiation	1.1: Coordination with Ecology on SMP Amendment	November 2019 – February 2020
		1.2: Public Participation Plan and Implementation	
2	Develop Limited SMP Amendment and CA Code Updates	2.1 Review Existing Riparian Buffers, Stream Typing and Associated Scientific Basis	January – November 2020
		2.2 Coordinate Input with Agencies for Technical Input	
		2.3: Review County's SMP and ECY Checklist for Consistency	
		2.4: Develop SMP and CA Code Amendment Text	
		2.5 Develop SEPA Checklist	
		2.6 Draft Submittal Checklist	
3	Support Public Review and Adoption Process	3.1 Present SMP Amendment to ECY	January – June 2021
		3.2 Support During Public Hearing	
		3.3 Prepare Comment/Response Matrix	
		3.4 Coordinate State Submittal and Local Adoption	
		3.5 Initial State Submittal	
		3.6 Local Adoption	
		3.7 Final State Review and Approval	

EXHIBIT B

WHITE BLUFFS CONSULTING, LLC
YEAR 2019 BILLING RATE
SCHEDULE

Direct Personnel Expense	Reimbursable Expenses	Rate
Principal Planner		$180/hour
Technical Writer		$88/hour
Office/Clerical		$63/hour
	Subcontractor	Cost plus 10%
	Mileage	Billed at the IRS mileage rate for privately-owned
	Meals, Printing and Other Direct Project	Actual

Contractor shall bill the County for work performed according to the rates set forth above, up to the Maximum Task Costs set forth in Exhibit A. Billing entries shall specify the task number associated with the work. Once a Maximum Task Cost has been billed, contractor shall not bill for further work for that task, but shall continue to do the work necessary to complete the task.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF AWARDING THE NEW ADMINISTRATION BUILDING PROJECT TO BANLIN CONSTRUCTION, KENNEWICK, WASHINGTON

WHEREAS, the Public Works Manager scheduled a bid call for the New Administration Building Project; and

WHEREAS, three bids were received and opened on December 19th, 2019; and

WHEREAS, due to a bidding error, Chervenell Construction has asked to rescind their bid; and

WHEREAS, the bids are set forth on the attached tabulation

Banlin Construction, Kennewick, WA	BANLICL8818CB	$13,338,294.00 Including WSST
Alternate #1, #2, #3 and #4		$ 288,123.00 Including WSST
Apollo, Inc., Kennewick, WA	APOLL1061KB	$16,189,000.00 Including WSST
Alternate #1, #2, #3 and #4		$ 328,800.00 Including WSST

WHEREAS, the Public Works Manager recommends the acceptance of Chervenell Construction Company's request to rescind their bid and relinquish interest in Chervenell Construction Company's bid bond; and

WHEREAS, the Public Works Manager further recommends award of the base bid plus alternates to Banlin Construction, Kennewick, Washington- BANLICL8818CB as the lowest bidder; **NOW, THEREFORE,**

BE IT RESOLVED the Board of County Commissioners concurs with the Public Works Manager's recommendation and accepts Chervenell Construction Company's request to rescind their bid and shall relinquish interest in Chervenell Construction Company's bid bond; and

BE IT FURTHER RESOLVED the Board of County Commissioners concurs with the Public Works Manager's recommendation and awards the New Administration Building project (Base Bid plus Additives #1, #2, #3 and #4) to Banlin Construction, Kennewick, Washington in the amount of $13,626,417.00 including WSST.

Dated this 7th day of January 2020.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Orig.: Public Works

R. Blain

Benton County

Benton County Administration Building

Bid Opening: December 19, 2019 2:30pm

Bidders Name:	Apollo Inc.	Chervenell Construction Co.	Banlin		
Base Bid:	$16,189,000.00	$11,800,000.00	$13,338,294.00		
Alternate No.1 (Electric Vehicle Charging)	$47,500.00	$36,000.00	$40,018.00		
Alternate No. 2 (Finishes 2nd Flr Conf & RR)	$148,900.00	$130,000.00	$130,848.00		
Alternate No. 3 (Finishes 2nd Flr Work and RR)	$108,600.00	$95,000.00	$94,181.00		
Alternate No. 4 (Atrium Light Fixtures)	$23,800.00	$21,000.00	$23,076.00		
Total with accepted alternates					
Addenda Acknowledged (1, 2, 3):	X	X	X		
Subcontractor Identification — HVAC	-	Bruce	Bruce		
Subcontractor Identification — Plumbing	-	Macklin & Little	BNB		
Subcontractor Identification — Electrical	-	Sierra	Sierra		
Subcontractor Identification — Other	-	-	-		
Bid Security	X	X	X		
Bid Proposal Signature	X	X	X		

Architect's signature _____ 12-20-2019

Owner's signature _____ 12-21-19

Robert Blain

From: Brandon Mayfield <bmayfield@chervenell.com>
Sent: Friday, December 20, 2019 3:32 PM
To: Robert Blain
Cc: Craig Conrad; Heidi Pierce; Doug Mitchell
Subject: [EXTERNAL] Benton County Admin Bid
Attachments: Benton County Admin Building - Bid Summary - As Bid.pdf

CAUTION: This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Robert,

I want to thank you for the high level of communication that you and I have been able to have as part of the process today. It is much appreciated in difficult situations when people can address the issues quickly and create a solution. This is not commonplace in today's business community, and I appreciate your efforts in resolving it today.

This situation is the first of its kind for our company as we have never been in a situation where sales tax was left out, causing this large of a deficit. As we discussed, it is unique in the public bidding forum for Sales Tax to be included and the first time in recent memory that when requested, it is not a separate line on the bid form. After our conversations with the architect, MMEC, I believe we all agree that in the future, we will clarify this on the bid form one way or the other to avoid this confusion.

Attached is our bid summary page for which the basis of our bid is assembled and the number in green at the bottom is what is then communicated to our bid runner and thus went on to the bid form. I want to draw your attention to a couple of items. First, the cell in which sales tax would add to the bid does not contain a value as we did not believe it should have at the time of the bid, thus providing the evidence that our bid value did not include sales tax. The second is our Overhead and Profit Markup on the project. We were very aggressive in our pursuit of this project as we wanted to do this exciting project with you and your team. As such, we do not have a margin in the job to absorb the value of the tax and if we accepted the bid at value, we would be doing so at nearly a 5% loss which we do not believe would be in the best interest of you, the design team, or us.

The attached document is proprietary and the subcontract quote values reflect bids made explicitly to Chervenell. I would appreciate the distribution of this information to be limited to only individuals necessary to provide the background for this situation, and none of the information to be shared with our competition.

We are extremely disappointed at this juncture to notify you that we must withdraw our bid contingent on the County relinquishing our bid bond based on the evidence of a clear error. Should the County be unwilling with the supporting documentation to relinquish our bid bond, we would need to reconsider our withdrawing.

We wish you the very best in the construction of this project and are very hopeful that another opportunity will present itself to work with the County.

Thank you,

CHERVENELL Construction Co Est. 1975

Brandon Mayfield

President

7511 W. Arrowhead Ave, Ste. B
Kennewick, WA 99336
www.Chervenell.com

Off: 509.735.3377 x505
Fax: 509.735.8305
CH-ER-VC-*254KW / OR: 109915

SECTION 00 4100

BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.01 BID INFORMATION

A. Bidder: Chervenell Construction Company.

B. Project name: Benton County Administration Building

C. Project Location: 7122 West Okanogan Place #D, Kennewick, WA

D. Owner: Benton County

E. Owner Project Number: CB19-25.

F. Architect: MMEC Architecture & Interiors.

G. Architect Project Number: 18.18.

1.02 CERTIFICATIONS AND BASE BIDS

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by MMEC Architecture & Interiors and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Eleven Million, eight hundred Thousand Dollars ($ 11,800,000.00).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Section 00 4323 – Alternates Form.

3. If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid and indicated below for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank below (even if value is $0.00) to be responsive.

Trench Excavation Safety Provisions: $ 1,000.00 (One Thousand Dollars)

1.03 ALLOWANCES

A. Base Bid to include the following Allowance Amounts. The following are prices for specific portions of the Work indicated as Allowances:

1. Allowance 1 – DAS System: See Section 01 2100 – Allowances

Allowance 1: Lump Sum $ 100,000

1.04 BID GUARANTEE

B. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% of Total Bid

   Dollars ($ 5%).

C. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, U.S. money order, or bid bond.

1.05 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 450 calendar days.

1.06 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 12/13/19.
2. Addendum No. 2, dated 12/18/19.
3. Addendum No. 3, dated 12/18/19.
4. Addendum No. 4, dated _____.
5. Addendum No. 5, dated _____.

1.07 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.08 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in City of Kennewick, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.09 ASSURANCE OF NON-DISCRIMINATION

A. The undersigned hereby agrees that he shall comply with Benton County's Non Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status,

disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

1.10 NON-COLLUSION DECLARATION

A. The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

1.11 CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

A. The undersigned hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

1.12 REQUIRED PUBLIC WORKS TRAINING

A. The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had L & I training or are they exempt from said public works training.

1.13 SUBMISSION OF BID

A. Respectfully submitted this 19th day of December, 2019.

B. Submitted By: Chervenell Construction Company (Legal Entity Name).

C. Authorized Signature: _____ (Original Signature).

D. Signed By: Brandon Mayfield (Type or Print Name).

E. Title: President (Owner/Partner/President/Vice President).

F. Witnessed By: Cathy Mitchell (Handwritten signature).

G. Attest: _____ (Handwritten signature).

H. By: Kyle Clark (Type or print name).

I. Title: Corporate Secretary (Corporate Secretary or Assistant Secretary).

J. Street Address: 7511 W. Arrowhead, Suite B.

K. City, State, Zip: Kennewick, WA 99336.

L. Phone: (509) 735-3377.

M. Email: bmayfield@chervenell.com.

N. License No.: CHERVC*254KW.

O. UBI No.: 600 165 054.

P. Washington State Employment Security No.: 390377009.

Q. Federal ID No.: 91 0936135 (Affix Corporate Seal Here).

END OF BID FORM

SECTION 00 4323

ALTERNATES FORM

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) Chervenell Construction Company

1.03 TO (OWNER): BENTON COUNTY

1.04 DATED 12/19/19 **AND WHICH IS AN INTEGRAL PART OF THE BID FORM.**

ALTERNATES LIST

2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 2300 - ALTERNATES.

ALTERNATE # 1: (ADD) / (DEDUCT) $ 36,000 00

ALTERNATE # 2: (ADD) / (DEDUCT) $ 130,000 00

ALTERNATE # 3: (ADD) / (DEDUCT) $ 95,000 00

ALTERNATE # 4: (ADD) / (DEDUCT) $ 21,000 00

END OF SECTION

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)
Chervenell Construction Company
7511 W. Arrowhead, Ste. B
Kennewick, WA 99336

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
Benton County
7122 West Okanogan Place
Kennewick, WA 99336

BOND AMOUNT: Five Percent of Bid Amount (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Benton County Administration Building
7122 West Okanogan Place
Kennewick, Washington 99336

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of December, 2019.

Cathy Mitchell
(Witness)

Chervenell Construction Company
(Principal) *(Seal)*
(Title) President

Norberto Pina
(Witness)

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*
(Title) Kirsten K. Jordan, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kirsten K. Jordan, of Pasco, Washington**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of December, 2018

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Matte
Received 2:38 pm 12/19

CHERVENELL CONSTRUCTION CO.

GENERAL CONTRACTORS • COMMERCIAL • INDUSTRIAL

EST. 1975

List of Subcontractors

Project: Benton County Admin Building

Description of Work	Subcontractor
HVAC	Bruce Mechanical
Plumbing	Mackin + Little
Electrical	Sierra Electric

7511 W. Arrowhead, Suite B - Kennewick, WA 99336 Office: (509) 735-3377 Fax: (509) 735-8305

SECTION 00 4100

BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.01 BID INFORMATION

A. Bidder: BANLIN Construction.

B. Project name: Benton County Administration Building

C. Project Location: 7122 West Okanogan Place #D, Kennewick, WA

D. Owner: Benton County

E. Owner Project Number: CB19-25.

F. Architect: MMEC Architecture & Interiors.

G. Architect Project Number: 18.18.

1.02 CERTIFICATIONS AND BASE BIDS

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by MMEC Architecture & Interiors and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. thirteen Million three hundred thirty eight two hundred ninety four **Dollars** ($13,338,294). includes Sales tax per Bidding Procedures 4.a.

2. The above amount may be modified by amounts indicated by the Bidder on the attached Section 00 4323 – Alternates Form.

3. If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid and indicated below for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank below (even if value is $0.00) to be responsive.

Trench Excavation Safety Provisions: $ Ø

1.03 ALLOWANCES

A. Base Bid to include the following Allowance Amounts. The following are prices for specific portions of the Work indicated as Allowances:

1. Allowance 1 – DAS System: See Section 01 2100 – Allowances

Allowance 1: Lump Sum $ 100,000

1.04 BID GUARANTEE

B. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Five percent Bid Bond

   Dollars ($_____).

C. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, U.S. money order, or bid bond.

1.05 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 450 calendar days.

1.06 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 12-13-19.
2. Addendum No. 2, dated 12-18-19.
3. Addendum No. 3, dated 12-18-19.
4. Addendum No. 4, dated _____.
5. Addendum No. 5, dated _____.

1.07 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.08 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in City of Kennewick, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.09 ASSURANCE OF NON-DISCRIMINATION

A. The undersigned hereby agrees that he shall comply with Benton County's Non Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status,

disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

1.10 NON-COLLUSION DECLARATION

A. The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

1.11 CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

A. The undersigned hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

1.12 REQUIRED PUBLIC WORKS TRAINING

A. The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had L & I training or are they exempt from said public works training.

1.13 SUBMISSION OF BID

A. Respectfully submitted this 19 day of December, 2019.

B. Submitted By: BANLIN Construction (Legal Entity Name).

C. Authorized Signature: _____ (Original Signature).

D. Signed By: CASEY LINDSTROM (Type or Print Name).

E. Title: OWNER (Owner/Partner/President/Vice President).

F. Witnessed By: _____ (Handwritten signature).

G. Attest: Shellie Hawkes (Handwritten signature).

H. By: Shelbie Hawkes (Type or print name).

I. Title: office Manager (Corporate Secretary or Assistant Secretary).

J. Street Address: 320 W Columbia Dr.

K. City, State, Zip: Kennewick, WA 99336.

L. Phone: 509-586-2000.

M. Email: Casey@banlinconstruction.com.

N. License No.: BANLICL8818CB.

O. UBI No.: 602556199.

P. Washington State Employment Security No.: 330072-003.

Q. Federal ID No.: 90-0810742 (Affix Corporate Seal Here).

END OF BID FORM

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Banlin Construction, LLC
320 West Columbia Drive
Kennewick, WA 99336

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
999 W. Riverside Ave., Ste 510
Spokane, WA 99201
Mailing Address for Notices
999 W. Riverside Ave., Ste 510
Spokane, WA 99201

OWNER:
(Name, legal status and address)
Benton County

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Benton County Administration Building Project #CB19-25

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of December, 2019

(Witness)

Banlin Construction, LLC
(Principal) *(Seal)*

By:
(Title)

(Witness) Diana R. Williams, Witness

Liberty Mutual Insurance Company
(Surety) *(Seal)*

By:
(Title) Chris Larson, Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200730-985770**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Wm Dinneen, H. Keith McNally, Erin L. Repp, Chris Larson, Crystal A Viehman, Virginia L. Weber, Diana R. Williams

all of the city of Spokane state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of March, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of March, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of December, 2019.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION 00 4323

ALTERNATES FORM

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) BANLIN Construction

1.03 TO (OWNER): BENTON COUNTY

1.04 DATED 12-19-19 **AND WHICH IS AN INTEGRAL PART OF THE BID FORM.**

ALTERNATES LIST

2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 2300 - ALTERNATES.

ALTERNATE # 1: ADD / (DEDUCT) $ 40,018

ALTERNATE # 2: ADD / (DEDUCT) $ 130,898

ALTERNATE # 3: ADD / (DEDUCT) $ 94,181

ALTERNATE # 4: ADD / (DEDUCT) $ 23,076

END OF SECTION

includes Sales tax

Sub List

HVAC Bruce

Plumbing BNB

Electrical Sierra

2:43 pm 9/19/19

MP

SECTION 00 4100

BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.01 BID INFORMATION

A. Bidder: Apollo, Inc.

B. Project name: Benton County Administration Building

C. Project Location: 7122 West Okanogan Place #D, Kennewick, WA

D. Owner: Benton County

E. Owner Project Number: CB19-25.

F. Architect: MMEC Architecture & Interiors.

G. Architect Project Number: 18.18.

1.02 CERTIFICATIONS AND BASE BIDS

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by MMEC Architecture & Interiors and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. SIXTEEN MILLION ONE HUNDRED EIGHTY-NINE THOUSAND **Dollars** ($16,189,000.00).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Section 00 4323 – Alternates Form.

3. If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid and indicated below for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank below (even if value is $0.00) to be responsive.

Trench Excavation Safety Provisions: $ 1.00

1.03 ALLOWANCES

A. Base Bid to include the following Allowance Amounts. The following are prices for specific portions of the Work indicated as Allowances:

1. Allowance 1 – DAS System: See Section 01 2100 – Allowances

Allowance 1: Lump Sum $ 100,000

1.04 BID GUARANTEE

B. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% of Bid Total

   Dollars ($_____).

C. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, U.S. money order, or bid bond.

1.05 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 450 calendar days.

1.06 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 12/13/19.
2. Addendum No. 2, dated 12/18/19.
3. Addendum No. 3, dated 12/18/19.
4. Addendum No. 4, dated _____.
5. Addendum No. 5, dated _____.

1.07 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.08 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in City of Kennewick, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.09 ASSURANCE OF NON-DISCRIMINATION

A. The undersigned hereby agrees that he shall comply with Benton County's Non Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status,

disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

1.10 NON-COLLUSION DECLARATION

A. The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

1.11 CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

A. The undersigned hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

1.12 REQUIRED PUBLIC WORKS TRAINING

A. The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had L & I training or are they exempt from said public works training.

1.13 SUBMISSION OF BID

A. Respectfully submitted this 19th day of December, 2019.

B. Submitted By: Apollo, Inc. (Legal Entity Name).

C. Authorized Signature: _____ (Original Signature).

D. Signed By: Dave Haight (Type or Print Name).

E. Title: V.P. Ops. (Owner/Partner/President/Vice President).

F. Witnessed By: _____ (Handwritten signature).

G. Attest: _____ (Handwritten signature).

H. By: Angie Maisch (Type or print name).

I. Title: Corp. Secretary (Corporate Secretary or Assistant Secretary).

J. Street Address: 1133 W. Columbia Dr. Kennewick, WA 99336.

K. City, State, Zip: Connewick, WA 99336.

L. Phone: (509) 586-1104.

M. Email: dhaight@apollo-gc.com.

N. License No.: APOLLI061KB.

O. UBI No.: 601.490.907.

P. Washington State Employment Security No.: 802.652.000.8.

Q. Federal ID No.: 91-1636892 (Affix Corporate Seal Here).

END OF BID FORM

APOLLO, INC.
DEC 09 2019
RECEIVED

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Apollo, Inc.
1133 W. Columbia Drive
Kennewick, WA 99336
as Principal, hereinafter called Principal, and,
Western Surety Company
151 N. Franklin Street
Chicago, IL 60606
a corporation duly organized under the laws of the State of SD
as Surety, hereinafter called the Surety, are held and firmly bound unto
Benton County
7122 West Okanogan Place
Kennewick, WA 99336
as Obligee, hereinafter called the Obligee, in the sum of Five percent of the bid amount ($5% of the bid amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has submitted a bid for
Benton County Administration Building
7122 West Okanogan Place
Kennewick, WA 99336
NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.
Signed and sealed this 4th day of December, 2019

Apollo, Inc.

(Witness)

(Principal) (Seal)

(Title) CorpSec/LTD

Donna S. Martinez (Witness)

Western Surety Company

(Surety) (Seal)

Lori McKimmy, Attorney-in-Fact

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna S Martinez, Rod Lewis, Kenneth J Frick, Lori McKimmy, Lisa P Smith, Individually

of Yakima, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 27th day of February, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of December, 2019.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 4323

ALTERNATES FORM

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) Apollo, Inc.

1.03 TO (OWNER): BENTON COUNTY

1.04 DATED 12/19/19 **AND WHICH IS AN INTEGRAL PART OF THE BID FORM.**

ALTERNATES LIST

2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 2300 - ALTERNATES.

ALTERNATE # 1: ADD / (DEDUCT) $ 47,500.00

ALTERNATE # 2: ADD / (DEDUCT) $ 148,900.00

ALTERNATE # 3: ADD / (DEDUCT) $ 108,600.00

ALTERNATE # 4: ADD / (DEDUCT) $ 23,800.00

END OF SECTION

Local Agency Name	Apollo Inc
Local Agency Address	1133 W Columbia Drive Kennewick WA 99336

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Benton County Administration Bldg.

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name	Sierra Electric
Work to be Performed	Electrical
Subcontractor Name	Total Energy Management
Work to be Performed	HVAC
Subcontractor Name	Riggle Plumbing
Work to be Performed	Plumbing
Subcontractor Name	
Work to be Performed	
Subcontractor Name	
Work to be Performed	

* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Jan. 7th 2020	Execute Agreement		Consent Agenda	X
Subject: Plymouth Water District Setting Public Hearing	Pass Resolution	X	Public Hearing	
Prepared by: CIW	Pass Ordinance		1st Discussion	
Reviewed by: DD	Pass Motion		2nd Discussion	
	Other		Other	

BACKGROUND INFORMATION

Benton County Public Works has received a petition to establish a Franchise with a land owner named Plymouth Water District.

SUMMARY

Plymouth Water District has submitted an application that would establish their franchise within Benton County road right of way. The proposed resolution will set the public hearing for January 28th, 2020, at 9:00 a.m.

RECOMMENDATION

Setting a public hearing

FISCAL IMPACT

None

MOTION

Approve as a part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF PLYMOUTH WATER DISTRICT FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE USE REPAIR, AND IF NECESSARY REPLACE DOMESTIC WATER DELIVERY SYSTEM WITHIN THE COUNTY RIGHT OF WAY

WHEREAS, Plymouth Water District has applied for a franchise to have an irrigation main line in County roads, **NOW, THEREFORE,**

BE IT RESOLVED that a Public Hearing on the application of Plymouth Water District for a franchise be held on Tuesday, January 28th, 2020 at 9:00 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 7th day of January 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig: Public Works

Cristina Woods

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF)
PLYMOUTH WATER DISTRICT) FOR A
(Please print name of company exactly as it will appear in franchise))
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN,)
OPERATE USE REPAIR, AND IF NECESSARY REPLACE A)
DOMESTIC WATER DELIVERY SYSTEM WITHIN THE COUNTY OF)
(Please print exact wording as it will appear in franchise))
BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG)
AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR)
PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED)
CITY OR TOWN.)

(County use:)

No. _____
APPLICATION FOR FRANCHISE
PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

PLYMOUTH WATER DISTRICT, duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of $500.00, in the form of CHECK (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 13 day of NOVEMBER, 2019.

Respectfully submitted by:

STEVE HALE
Name of Authorized Agent PLEASE PRINT

(509) 572-7048
Phone Number of Applicant

Steve Hale
Signature of Authorized Agent

N/A
FAX Number of Applicant

P.O. Box 17
Address of Applicant

Judy LeAR
2nd Name of Authorized Agent PLEASE PRINT (if required)

Plymouth WA, 99346-0017
City State Zip

Judy Lear
2nd Signature of Authorized Agent (if required)

marlou@bentonrea.com
E-mail address

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 1/7/2020	Execute Contract	X	Consent Agenda	
Subject: First Contract Amendment with Parker Corporate Services	Pass Resolution		Public Hearing	
	Pass Ordinance		1st Discussion	X
	Pass Motion		2nd Discussion	
Prepared by: MSR	Other		Other	
Reviewed by:				

BACKGROUND INFORMATION

Resolution 2017-495 Entered into a Personal Services Contract to provide unarmed security guards at the Benton County Courthouse, Benton County Jail Lobby and the Benton County Justice Center Lobby. The Contract term is August 2017 through December 2020. Over the term of the contract so far the prevailing wage for this type of work has increased. Typically a contract of this length would have a clause that allowed for adjustment of the service rates to cover such wage increases but this contract did not.

In order to be fair to the Contractor, and ensure we continue to receive the best possible service, it is desirable for the County to negotiate a fair price increase to help cover the cost of regular wage increases. The Contractor initially requests the service rate be increased to $19.10 per hour. The County has another, similar, contract for security services at the Juvenile Center which is more recent. The Risk Manager offered to match that amount, which is $18.76 per hour, and the Contractor accepted.

SUMMARY

The Contractor for our unarmed security guard services has requested an adjustment to their service rates to account for increases to the prevailing wage for their employees. A contract amendment has been prepared addressing the increase.

RECOMMENDATION

Staff recommends that the Board approve the contract amendment and increase the current hourly service cost.

FISCAL IMPACT

With the rate increase it is estimated that this contract will end with approximately $9,500 left in the budget line for this work. This allows for some flexibility for possible overtime but does not require additional funds to cover the rate increase at this time.

MOTION

I move to approve the First Contract Amendment to the Personal Services Contract between Benton County and Parker Corporate Service Inc. for unarmed security guard services.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO THE FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND PARKER CORPORATE SERVICES, INC.; DBA PACIFIC SECURITY

WHEREAS, Resolution 2017-495 entered into a Personal Services Contract with Parker Corporate Service Inc. to provide unarmed guard security services at three locations in the County; and

WHEREAS, since the initial term of the contract the prevailing wages for this work have steadily increase but the Contract did not provide for adjustments to the service fees to account for these wage increases; and

WHEREAS, in order to ensure the Contract remains viable and that the best possible service is received it is in the best interest of the County to negotiate a fair increase to the service fee to account for wage increases; and

WHEREAS, the Benton County Risk Manager and Public Works Administrator have negotiated such an increase; and

WHEREAS, the First Amendment has been prepared, reviewed and approved as to form by the department's Deputy Prosecuting Attorney; signed by Parker Corporate Services, Inc.; and is recommended for approval by the Risk Manager and Public Works Administrator; **NOW, THEREFORE,**

BE IT RESOLVED that the attached First Amendment to the Personal Services Contract between Benton County and Parker Corporate Services, Inc. is hereby approved, and the Chairman of the Board of Benton County Commissioners is authorized to sign said Amendment; and

BE IT FURTHER RESOLVED the contract shall expire on December 31, 2020; and

BE IT FURTHER RESOLVED the hourly services rates shall increase as shown on Exhibit B of the amendment; and

BE IT FURTHER RESOLVED all other terms and conditions of said Personal Services Contract will remain the same.

Dated this 7th day of January 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Risk Management P. Schut
c: Auditor

FIRST CONTRACT AMENDMENT
PERSONAL SERVICES CONTRACT

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 (hereinafter "COUNTY"), and **PARKER CORPORATE SERVICES, INC. DBA: PACIFIC SECURITY**, a corporation organized under the laws of the State of Washington, with its principal offices at 2929 Bond Street, Everett, WA 98201 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2017-495, the parties entered into a Personal Services Contract, beginning August 14, 2017 and ending December 31, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide unarmed security guard services in the Benton County Courthouse and the lobby of the Benton County Justice Center and Benton County Jail; and

WHEREAS, due to the length of the agreement prevailing wages for this work have increased over the CONTRACT period; and

WHEREAS, the CONTRACT did not automatically provide for wage adjustments due to increases in the prevailing wage; and

WHEREAS, in order to ensure the best possible service and be fair to the CONTRACTOR the COUNTY wishes to adjust the service rates in the CONTRACT to account for the increased wages; and

WHEREAS, this First Amendment is necessary to increase the hourly rates that are part of the CONTRACT;

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendment:

1. **EXHIBIT B – SERVICE RATES:** Replace Exhibit B of the original CONTRACT with the attached page.

<INTENTIONALLY LEFT BLANK>

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

FOR BENTON COUNTY

Chairman, Date
Board of Benton County Commissioners

Attest: Clerk of the Board

PARKER CORPORATE SERVICES, INC.

Signature 12/12/19
Date

Bud Tweten
Name

Vice President
Title

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney, Civil

12/12/19
Date

Exhibit B

Service Rates

FACILITY	A NUMBER OF GUARDS	B SHIFT AND TOTAL HOURS	C COST PER GUARD PER HOUR	EXTENSION (A x B x C = COST PER Week)
Benton County Justice Center	Monday - Friday 1	7:30 - 5:00 9.5 hours	$ 18.76	$ 891.10
	2	8:00 - 4:00 8 hours	$ 18.76	$ 750.40
	3	8:00 - 4:00 8 hours	$ 18.76	$ 750.40
Benton County Courthouse	Tuesday 1	8:00 - 4:00 8 hours	$ 18.76	$ 150.08
Benton County Courthouse	Thursday 1	8:00 - 4:00 8 hours	$ 18.76	$ 150.08
Benton County Jail	Monday 1 Tuesday - Friday 1	7:00 - 4:00 9 hours 7:00 - 5:30 10.5 hours	$ 18.76	$ 956.76
Benton County Jail	Saturday 1	8:00 - 4:00 8 hours	$ 18.76	$ 150.08
			Total	$ 3,798.90

* All hours listed above are hours of operation. Guards will be relieved for breaks and for lunch, the jail lobby is opne during lunch. Prosser Courthouse on Tuesdays and Thursdays the guard will take a 30 minute lunch. All schedules for locations are subject to change.

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: January 7, 2020	Execute Agreement	X	**Consent Agenda**	
Subject: Public Services Building Change Order No. 3	Pass Resolution	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	X
Prepared by: RB	Pass Motion		**2nd Discussion**	
Reviewed by:	Other		**Other**	

BACKGROUND INFORMATION

On March 26th, 2019 the Board of County Commissioners approved Resolution 2019-248 and executed a contract with Banlin Construction, LLC for the Public Services Building project in the amount of $1,793,000.00 plus WSST.

Change Order No. 1 was approved by Resolution 2019-587 on August 6th, 2019 totaling $7,408.28.

Change Order No. 2 was approved by Resolution 2019-679 on September 10th, 2019 totaling $22,691.16.

Change Order No. 3 consists of adding additional wiring from the electrical room to the new gate controller along with a new breaker for the 120-volt service.

The total cost of Change Order No. 3 is $1,024.09 plus WSST.

SUMMARY

Change Order No. 3 has been prepared for the Public Services Building project.

RECOMMENDATION

Approve the Chairman to sign Change Order No. 3.

FISCAL IMPACT

The total contract amount will increase $1,024.09 plus WSST for a new contract amount not to exceed $1,824,123.53 plus WSST.

MOTION

Approve the Chairman to sign Change Order No. 3 with Banlin Construction LLC for the Benton County Public Services Building project.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 3 WITH BANLIN CONSTRUCTION, LLC FOR THE PUBLIC SERVICES BUILDING PROJECT

WHEREAS, on March 26th, 2019 the Board of County Commissioners approved Resolution 2019-248 and executed a contract with Banlin Construction, LLC. for the Public Services Building project in the amount of $1,793,000.00 plus WSST; and

WHEREAS, Change Order No. 1 was approved by resolution 2019-587 on August 6th, 2019 totaling $7,408.28 increasing the total contract amount not to exceed $1,800,408.28; and

WHEREAS, Change Order No. 2 was approved by resolution 2019-679 on September 10th, 2019 totaling $22,691.16 increasing the total contract amount not to exceed $1,823,099.44; and

WHEREAS, additional unforeseen items have arisen that require changes in the work in order to complete the project; and

WHEREAS, the Public Works Manager has negotiated a fair and reasonable price for Change Order No. 3 in a total amount of $1024.09 plus WSST; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2012-677) requires Board of County Commissioners approval for change orders on public works projects other than road construction; and

WHEREAS, the Public Works Manager recommends that these changes be approved; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order No. 3 to the Public Services Building project in the amount of $1,024.09 plus WSST, with no change to the contract duration, to be paid to Banlin Construction, LLC, and authorizes the Chairman of the Board to sign Change Order No. 3 attached hereto; and

BE IT FURTHER RESOLVED, the total contract amount will increase $1,024.09 plus WSST, for a new contract amount not to exceed $1,824,123.53 plus WSST.

Dated this 7th day of January 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Facilities
c: Auditor

R. Blain

Change Order

No. 03

Project:	Public Services Building	Contractor:	Banlin Construction
Owner:	Benton County Board of County Commissioners 620 Market Street Prosser, WA 99350	Architect/Engineer:	Cortner Architectural Company

The Contract Documents are hereby amended as summarized below:

COP No.	Description (detail attached)	Amount ($)	Schedule (Days)
11	Gate Motor Power	1,024.09	0
	Subtotal	1,024.09	0

Contract Summary	Sum ($)	Time (Calendar Days)
Original Contract Sum/Time was:	1,793,000.00	270
Net Change by previously authorized Change Order:	30,099.44	0
Revised Contract Sum/Time prior to this Change Order:	1,823,099.44	270
Contract Sum/Time to be modified by this Change Order:	1,024.09	0
New Contract Sum/Time will be:	1,824,123.53	270

NOT VALID UNTIL SIGNED BY ARCHITECT, CONTRACTOR AND OWNER:

Recommended: (Architect) **Cortner Architectural Company**	Accepted: (Contractor) **Banlin Construction**	Authorized: (Owner) **Benton County**
By: James D. Cortner	By: Justin Griffeth	By:
Print: James D. Cortner	Print: Justin Griffeth	Print:
Date: 11/26/2019	Date: 11/26/2019	Date:

Benton County Board of County Commissioners
620 Market Street
Prosser, WA 99350

CONTRACT CHANGE ORDER PROPOSAL (COP)

Public Services Building
PROJECT TITLE

COP No. 11

PROPOSAL REQUEST

TO: Banlin Construction (CONTRACTOR) PROPOSAL REQUEST DATE: 10/30/2019

You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

Pull (1) neutral, using (1) phase conductor, from panel 'HVAC' to gate motor for 120V service. Provide 15 AMP, 1-pole breaker in panel 'HVAC' CKT #38. Leave 30 AMP, 2-pole breaker as spare.

REASON FOR CHANGE: ○ DESIGN ERRORS ○ DESIGN OMMISSIONS ◉ AGENCY ○ LATENT CONDITIONS ○ CODE REQUIREMENTS ○ VALUE ENGINEERING

EXPLANATION: Gate Motor Power

DATE PROPOSAL REQUIRED: 10/30/2019
(14 days from Request Date, unless other date agreed to)

CHANGE ORIGINATED BY: owner/agency

PROPOSAL REQUESTED BY: architect

CONTRACTOR PROPOSAL

TO: Cortner Architectural Company (A/E) TO: Benton County

WE AGREE TO PERFORM ALL CHANGE IN THE WORK DESCRIBED IN THE PROPOSAL REQUEST FOR:

CONTRACT SUM:

☐ NO CHANGE
☑ INCREASE
☐ DECREASE

} OF one thousand twenty-four and nine cents $ 1,024.09
(WASHINGTON STATE SALES TAX NOT INCLUDED)

In accordance with the General Conditions, Cost Estimate Detail Sheet(s) are attached hereto.

CONTRACT TIME:

☐ NO CHANGE
☐ INCREASE
☐ DECREASE

} OF _____ CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of this COP into a Change Order by the Benton County Board of County Commissioners.

Banlin Construction (CONTRACTOR) BY Justin Griffeth (SIGNATURE) 10/31/2019 (DATE)

RECOMMENDATION

TO: Benton County's Authorizing Signator

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Cortner Architectural Company (A/E) 10/31/2019 (DATE)

_____ (AGENCY) 10/31/19 (DATE)

BANLIN Construction

CHANGE PROPOSAL (CP) NO:

TO: Cortner Architecture
1903 W 3rd Ave
Spokane, WA 99201

ATTN: Jim Cortner

PROJECT NAME: Benton County Public Service

CONTRACT #:

PROJECT NO:

DATE: 10/30/2019

VIA: Email

FROM: Justin Griffeth

CP DESCRIPTION

COP 11 includes the additional work as directed in RFI 036 response.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	000
The total additional cost for this COP	$1,024.09
The total credit for this COP	$0.00
COP Grand Total	$1,024.09
This Change Proposal is good through:	
The schedule effect of this change is:	0 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Riley O. — 10/30/2019

SUBMITTED BY: Justin Griffeth; Project Manager — DATE

APPROVED BY: Jim Cortner, Cortner Achitecture — DATE

APPROVED BY: Robert Blain, Benton County — DATE

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 11 DATE: 10/30/2019

Project: Benton County - Public Services Building
Job No: 2019-02
Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER

Description:

Schedule Effect: 0 Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Direct GC Field Costs (See page 4)	0	LS	$ 125.00	$ -				$ -
	Project Manager	0	Hrs.	$ 85.00	$ -				$ -
	Superintendent	0	Hrs.	$ 65.00	$ -				$ -
	Project Engineer/QC	0	Hrs.	$ 65.00	$ -				$ -
	Foreman	2	Hrs.	$ 56.51	$ 113.02				$ 113.02
	Carpenter	0	Hrs.	$ 56.51	$ -				$ -
	Material	0	ls	$ -		$ -			$ -
	Material	0	ls	$ -		$ -			$ -
	Equipment	0	ls	$ -				$ -	$ -
									$ -
	Subcontractors and Supplies								$ -
	Electrical Unlimited - COP 11		LS	$ -			$ 779.70		$ 779.70
							$ -		$ -
							$ -		$ -
							$ -		$ -
							$ -		$ -
TOTALS					$ 113.02	$ -	$ 779.70	$ -	$ 892.72

OVERHEAD: Banlin Self Perform Work	15%	$ 16.95
PROFIT: Banlin Self Perform Work	6.0%	$ 6.78
OVERHEAD: Subcontractors	6.0%	$ 46.78
PROFIT: Subcontractors	4.0%	$ 31.19
Sub Total:		$ 994.42
B&O TAX	0.471%	$ 4.68
INSURANCE	0.5%	$ 5.00
BOND	2.0%	$ 19.98
SUBTOTAL		$ 1,024.09
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		$ 1,024.09

Riley Ollero

From: markeui@aol.com
Sent: Friday, October 25, 2019 11:07 AM
To: Riley Ollero
Subject: Gate Power

Riley,

Per the conversation with the electrical engineer on the gate motor power. The motor needs to be hooked up 115v.

Electrical Unlimited Inc. is providing a lump sum price of $780.00 to rework the power feed to the gate motor including a new 15a 1-pole breaker and new conductors from the panel to the gate motor.

The above price includes all labor and material.

Thanks,

Mark Claypatch
Electrical Unlimited Inc.

Riley Ollero

From: markeui@aol.com
Sent: Tuesday, October 29, 2019 7:52 PM
To: Riley Ollero
Subject: Re: Benton County Public Service - RFI 036

Riley,

Here is the breakdown for the Gate power.

Material	268.00
Labor 5 hrs X 82.00	410.00
Mark-up 15%	101.70
	=======
Total of Change	$ 779.70

Mark Claypatch
Electrical Unlimited Inc.

Section 013100.F – Request for Information RFI No. 036

To: Jim Cortner From: Justin Griffeth

Re: _____ Date: 10/24/2019

Specification Reference

Section No. _____ Title: _____

Page No. E1.1 Gate Motor Power Supply

Request

Drawing E1.1 shows the gate motor/controller as being 208v and being fed from a 2-pole 30a breaker. The installed gate motor is 208v (1.5a) or 115v (3a). If it is hooked up with 208v, another wire (neutral for controls) and a 2-pole 15a breaker will need to be installed. If the motor is hooked up with 115v, one of the hot conductors will need to be replace with a white neutral conductor and a 1-pole 15a breaker will need to be installed.

Please advise which method to supply power to gate motor.

Contractor's Recommended Solution

Request by: Justin Griffeth Date: 10/24/2019

Response

PULL (1) NEUTRAL, USING (1) PHASE CONDUCTOR, FROM PANEL 'HVAC' TO GATE MOTOR FOR 120V SERVICE. PROVIDE 15 AMP, 1-POLE BREAKER IN PANEL 'HVAC', CKT #38. LEAVE 30 AMP, 2-POLE BREAKER AS SPARE.

Response by: PAUL B. ELIASON, D. HITTLE Date: 10/25/19

☐ Attachments:

BENTON COUNTY OPD

Support Staff Responsibilities and Workload as of December, 2019

Current Support Staff – 2.5 FTE total

(Legal Support Manager) – 1.0 FTE

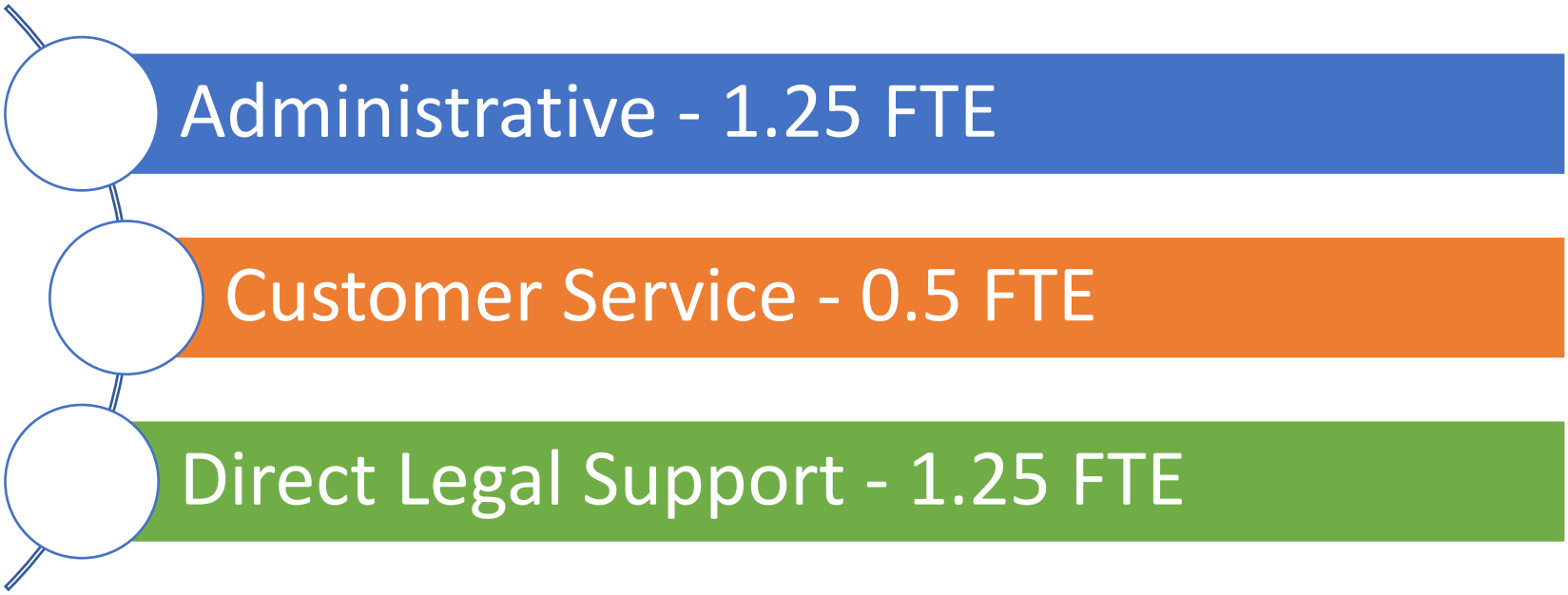
(Executive Assistant) – 1.0 FTE

(Executive Assistant) – 0.5 FTE

REQUESTED:

Increase 0.5 FTE Executive Assistant to 1.0 FTE

Basic Responsibilities of Support Staff and Estimated FTE Needs



TOTAL ESTIMATED NEEDS: 3.25 FTE – 3.5 FTE (when interpreting services are included)

Current shortfall: 0.5-1.0 FTEs

Administrative (1.5 FTE estimated need)

Contract management, office systems management, supervision of support staff, legal compliance for entire OPD system, working closely with OPD Manager.

Primary Responsibility: Legal Support Manager

Duties include:

- Contract management for 35+ contracts in three courts and 6 jurisdictions
- Caseload records, audit, and reconciliation. **Critical function since this directly affects fiscal accuracy.**
- Legal compliance of overall OPD systems, caseloads, and contracts. **Critical function since this directly affects liability risk for the county.**
- Supervision and training of all other support staff (including cross-training for redundancy and coverage when necessary since many tasks are mission-critical)
- Directly managing and assigning all caseload for Superior Court, managing and re-assigning caseloads as necessary for District Court
- Coordinating with all courts including stocking courtrooms with our forms, providing updated attorney availability and other related functions
- Vouchering all contract payments to our contractors and associated public defense vendors (estimated at 400+ vouchers per quarter)
- Managing funding pre-authorization system for public defense vendors (in conjunction with manager)
- Payroll and timekeeping for all internal staff
- Managing all aspects of grant applications including annual operating grant from State OPD ($180k plus)
- Assisting Public Defense Manager with financial management and budget planning
- Furloughs from jail
- Website maintenance
- Resolution preparation
- Management of archiving and public records response program

Customer Service (0.5 FTE estimated need)

Primarily Responsibility: Support Staff reporting to Legal Support Manager

Duties include:

- Mail sorting and managing
- Interfacing with all walk-in traffic
- Interfacing with all contract attorneys and contracted vendors needing use of OPD facilities such as our interview room
- All phone-based customer service needs
- All jail-based customer service needs
- Assisting defendants/clients with post-sentencing services such as coordinating treatment

Direct Legal Support for Staff Attorneys (1.25 FTE required per standard)

Primarily Responsibility: Support Staff reporting to Legal Support Manager

This entails providing full legal support to our five in-house trial attorneys. Washington State Supreme Court standards call for 1 legal assistant for every 4 public defenders. This means that with five full-time trial attorneys, we should be providing 1.25 FTE of legal support.

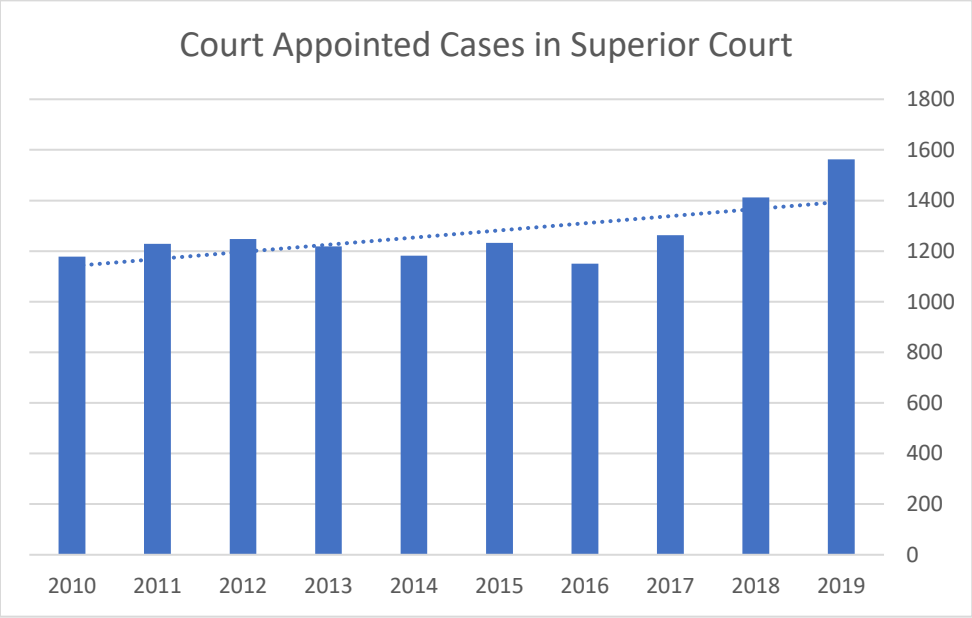
Duties include:

- Managing all aspects of very large caseloads (up to 150 felonies a year or up to 400 misdemeanors a year) of staff trial attorneys
- Data entry and management of cases in our case management system (soon to be upgraded)
- Organizing discovery (police reports, evidence, etc) for all cases
- Assisting attorneys with filing court documents
- Assisting attorneys with scheduling client interviews and witness interviews
- Interfacing with and coordinating with support staff from various prosecutor's offices
- Redacting discovery and closing/archiving cases (currently closing cases is being backlogged because of lack of hours)

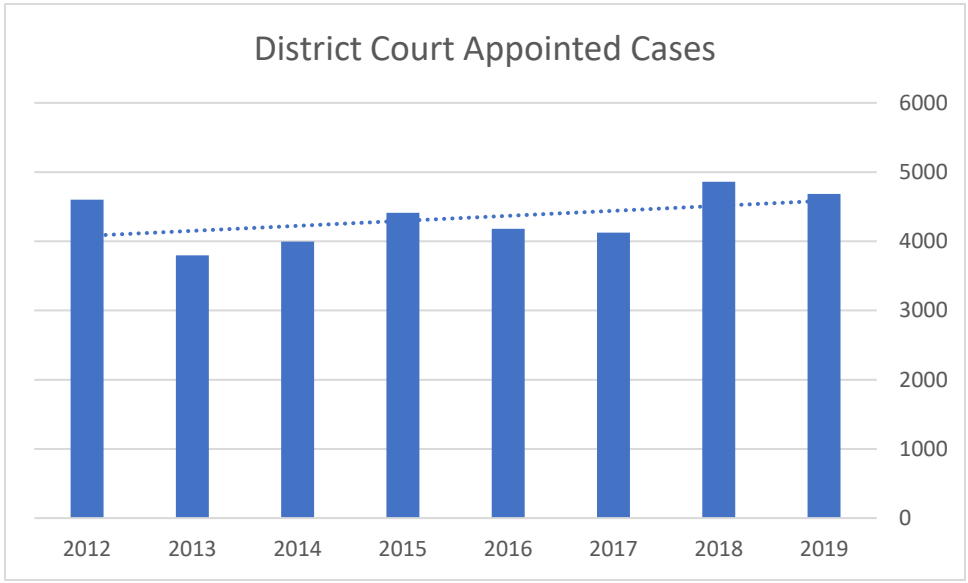
NEW DEVELOPMENT: Additionally, Delfina is bi-lingual and has recently been studying to become court-certified. As such she is often called upon to interpret for our staff trial attorneys when they meet with Spanish-speaking monolingual clients or witnesses. This is a significant cost savings for the county since private interpreters charge $65/hr with a 2 hour minimum. However, this does impose a significant time and resource drain on our support staff capabilities.

Caseloads have also been increasing in 2019, leading to an increased workload on support staff.

Most particularly in Superior Court



But also in District Court, where we have second highest caseload since 2013/2014 when marijuana was largely legalized in the state.



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, DEPARTMENT NUMBER 115 TO DEPARTMENT 136.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, HR

Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non Departmental to Office of Public Defense

Dept Nbr: 115 to Department 136

Fund Name: Public Safety Tax Fund

Fund Nbr: 0148101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.303	4102	Contract Services	$63,200
TOTAL			$63,200

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.910	1716	Executive Assistant	$39,000
515.910	2102	Social Security	$3,000
515.910	2103	Medical Insurance	$16,000
515.910	2104	Retirement	$5,000
515.910	2119	Paid Family Leave Act	$200
TOTAL			$63,200

Explanation:

To appropriate funding for the Executive Assistant, position number 1716, to increase from part-time to full-time effective February 1, 2020. Additional staff was requested during the 2019-2020 budget process. The position as originally funded at part-time with the understanding to re-address the position at the end of 2019. Current OPD caseload and workload have increased. The position is a non bargaining grade 6.

Prepared by: Linda Ivey

Date: 19-Dec-2019

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member