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 areas.

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, January 28, 2020
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**
Approval of Minutes
- **January 14, 2020**

Review Agenda

Consent Agenda

Auditor
a. Canvassing Board Appointment
b. Management Letter to State Auditor

Building
c. Line Item Transfer, Fund No. 0149-101, Dept. 000

Clerk
d. Contractor Intake Agreement w/Department of Social and Health Services
e. Lease Agreement w/APS Mailing Systems for Mailing System

Commissioners
f. Benton County Tax Levy for 2020
g. Line Item Transfer, Fund No. 0305-101, Dept. 000

Corrections Department
h. First Amended Contract w/Tri-Cities Chaplaincy for Chaplaincy and Redirectional Services for Inmates @ the Jail
i. Line Item Transfer, Fund No. 0000-101, Dept. 120

Facilities
j. Contract w/Moon Security Services, Inc for Fire and Security Alarm Monitoring Services

Human Resources
k. Agreement w/Teamsters Local 839, Representing Road Department Employees
l. Agreement w/Teamsters Local 760, Representing Correctional Corporals and Sergeants Employees

Human Services

m. First Amended Contract w/Washington State Health Care Authority
n. Grant Agreement w/Goodwill Industries for Meeting the Goals of the Homeless Housing Plan to Reduce Homelessness
o. Agreement w/Columbia Basin Veterans Coalition for Meeting the Goals of the Homeless Housing Plan to Reduce Homelessness
p. Agreement w/Domestic Violence Services of Benton and Franklin Counties for Meeting the Goals of the Homeless Housing Plan to Reduce Homelessness
q. Agreement w/Oxford House, Inc. for Meeting the Goals of the Homeless Housing Plan to Reduce Homelessness

Information Technology

r. Agreement w/Crypsis Group to Investigate Potential Breach of Personal Identifiable Information
s. Purchase of Water Measurement Internet-Based Goods and Services From General Pacific, Inc.
t. Copier Lease Agreement w/Ricoh USA for the IT Department at the Justice Center
u. Scope of Work w/ImageSoft Inc. and Benton County District Court for Electronic Stamping for OnBase Document Management System

Juvenile

v. Adopting the Franklin County Flat Monthly Payments for the 2020 Operations and Facilities Budget
w. Adopting the Benton County Flat Monthly Payments for the 2019-2020 Benton and Franklin Juvenile Justice Center Operations and Facilities Budget; Amending Resolution 2018-879

Planning

x. Line Item Transfer, Fund No. 0000-101, Dept. 116

Public Safety

y. Line Item Transfer, Fund No. 0148-101, Dept. 117

Public Works

z. Contract w/Banlin Construction for New Administration Building Project
aa. Contract w/Coffman Engineers for Architectural and Engineering Services for Juvenile Justice Security System Upgrade
bb. Expenditure Coding Corrections Between County Road Fund and Capital Projects Funds
cc. Line Item Transfer, Fund No. 0501-101, Dept. 650
dd. Line Item Transfer, Fund No. 0101-101, Dept. 500
ee. Purchase and Installation of Spray Controller From AG Enterprise Supply, Inc.
ff. Digital Submittal Certification of the 2020 Road Levy Certification and Estimated Revenue
gg. Traffic Control on Certain County Roads Re: Speed Limits
hh. Authorizing Not to Exceed Amounts for Purchases

Risk Management

ii. Purchase of Builder's Risk Insurance Policy for New Administration Building From PayneWest Insurance

Sheriff

jj. Salary Request Statement
kk. Line Item Transfer, Fund No. 0127-101, Dept. 000
ll. Line Item Transfer, Fund No. 0000-101, Dept. 119
mm Grant Funding Award From WA State Parks and Recreation Commission for 2020 Federal Financial Assistance Grant Program and Boating Safety Program

WSU Extension
nn. Lease Agreement w/Pacific Office Automation for Two Copiers

Public Comment

Public Hearing

Plymouth Water District Franchise ~ M Rasmussen

Scheduled Business

Planning Department Fee Schedule Update ~ G Wendt

Change Orders w/Banlin Construction ~ R Blain

- Change Order #3 for the Justice Center Restroom Renovation Project
- Change Order #4 for the Justice Center Plumbing and Water Intrusion Project

Request for Public Hearing on Budget Adjustments ~ L Ivey

Other Business

Executive Session

4th Quarter Litigation Update ~ R Brown

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Tuesday, January 14, 2020, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: County Engineer Matt Rasmussen; DPA Ryan Brown; Clerk Josie Delvin; Greg Wendt, Assistant Planning Manager; Matt Rasmussen, Public Works Administrator; Lorene Roe, Auditor's Office; Commander Scott Souza and Captain Joshua Shelton, Corrections; Clerk Josie Delvin; Robert Heard, IT Manager; Treasurer Ken Spencer; DPA Stephen Hallstrom.

Approval of Minutes

The Minutes of January 7, 2020 were approved.

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "x". Commissioner Small seconded and upon vote, the Board approved the following:

Building

a. Line Item Transfer, Fund No. 0149-101, Dept. 000

Clerk

b. Statement of Work, No. 20508, w/ImageSoft, Inc. for District Court and County Clerk
c. Upgrade Service Agreement w/ImageSoft to the OnBase System

Commissioners

d. Residual Equity Transfer From Detox Center Construction Fund to the Capital Projects Fund and Closing Out the Detox Center Construction Fund

Corrections Department

e. Contract w/Lou Sowers PC for Psychological Evaluations
f. Contract w/Randy Ruegsegger dba/Randy Ruegsegger Polygram Service for Polygraph Examinations
g. Agreement w/TransUnion Risk and Alternative Data Solution, Inc. to Access Social Media & Web Data to Support Investigations and Research

Facilities

h. Change Order Nos. 1 and 2 w/Banlin Construction for the Justice Center Restroom Renovation Project ~ R Blain
i. Agreement w/Waxie Sanitary Supply for Restroom and Kitchen Paper Products
j. Payment to Hobart for Services Performed on Jail Kitchen Equipment

Human Resources

k. Agreement w/Teamsters Union Local No. 839, Representing Sheriff's Office Clerical

Human Services

l. Quit Claim Deed for the Detoxification Building

Office of Public Defense

m. Amending the Superior Court Public Defense Contract w/Eric Scott
n. Superior Court Public Defense Contract w/Angel Betancourt
o. Public Defense Services Compensation for Heather Villani
p. Superior Court Public Defense Contract Amendment w/Robert Moser
q. Superior Court Public Defense Contract Amendment w/Deric Orr to Reflect Firm Name Change

Prosecuting Attorney

r. Settlement Agreement and Release

Public Works

s. Memorandum of Agreement w/Franklin County Regarding Architectural and Engineering Services for the Remodel of the Juvenile Justice Center
t. Authorization to Proceed With Advertisement and Bid Process for Purchase of Water Tank, Pump and Plumbing for Chassis
u. Accepting Work Performed by Central Washington Asphalt, Inc. for the Bermuda Road Overlay Project
v. Accepting Work Performed by Central Washington Asphalt, Inc. for Crosby Road Overlay

Superior Court

w. Participant Position Allocation for 2020 for Benton and Franklin Adult and Juvenile Drug Court Programs and Adopting At Risk Youth Population Percentage Split for Functional Family Therapy, Selective Aggressive Probations and Programs

Treasurer

x. Cancelling Taxes Assessed Upon Personal Property Determined Uncollectible

The Board briefly recessed, reconvening at 8:35 a.m.

Executive Session – Review Performance of Public Employee

The Board went into executive session at 8:35 a.m. for 10 minutes with DPA Ryan Brown to review the performance of a public employee. Also present were attorney Mike Kitson via/teleconference, Steve Hallstrom, Jerrod MacPherson and Cami McKenzie. The Board came out at 8:44 a.m. No decisions were made in executive session.

Consideration and Possible Decision on Separation Agreement with Employee

MOTION: Commissioner Small moved to approve the resolution entering into a Separation Agreement and General Release Between Loretta Smith Kelty and Benton County. Commissioner Delvin seconded and upon vote, the motion carried.

Sheriff's Office Request for Transfer of Funds for Training Chief Financial Officer

Commander Croskrey requested the Board approve a transfer of funds for training the new Chief Financial Officer since their current officer was resigning and they wanted to have an opportunity to have that employee trained.

MOTION: Commissioner Small moved to approve the line item transfer as presented. Commissioner Delvin seconded and upon vote, the motion carried.

The Board adjourned the special meeting.

The Board called the regular meeting to order at 9:00 a.m.

Public Hearing – Ordinance Amendment – 2019-004 – Adding New Chapter to Title 15 Relating to Rural Water Supply Program

Greg Wendt, Jerrod MacPherson and Ryan Brown presented the ordinance amendment to comply with the Futurewise settlement agreement. They were proposing the rural water supply program to bank water, provide a process for mitigation certificates and purchase and install water meters. Mr. Brown said it would only apply to a portion of the County.

Commissioner Small asked if they could make a change regarding access in the future, if needed. Mr. Brown said their difficulty was drawing a line and it came down to a question of practicalities. However, this process would evolve over time and may need to be addressed.

Mr. Wendt said they were estimating 75 new homes in that area for 2020. Additionally, Mr. MacPherson said they met with realtors and the Home Builders Association at least twice and they were all aware of the proposed amendment.

As there was no one present to testify, public comment was closed.

MOTION: Commissioner Small moved to approve the resolution and adopt the ordinance amendment 2019-004 adding a new Chapter to BCC Title 15 regarding the rural water supply program to comply with Benton County Resolution 2019-276, the Futurewise Settlement Agreement and the Department of Ecology. Commissioner Delvin seconded and upon vote, the motion carried.

Public Hearing – Amendment to Ordinance 600 - 2017 – Periodic Update to Comprehensive Plan to Resolve Petition for Review Filed by Futurewise

Greg Wendt said the proposed amendment had changes to 13 sections to comply with the Futurewise agreement and housekeeping edits. The Planning Commission recommended to forward a positive recommendation to the Board of Commissioners subject to the eight findings of fact and conclusions.

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

MOTION: Commissioner Small moved to adopt the Planning Commission's recommendations, findings and conclusions as their own and approve the amendment to the 2017 Periodic Update of the Benton County Comprehensive Plan to comply with Resolution 2019-276. Commissioner Delvin seconded and upon vote, the motion carried.

Public Hearing – Ordinance Amendment 2019-002 – Zoning Ordinance

Greg Wendt presented the proposed amendment to the zoning ordinance that referenced the new Benton County Rural Water Supply Program. At the conclusion of the Planning Commission hearing, the Planning Commission voted to forward a positive recommendation to the Board of Commissioners, subject to the eight findings of fact.

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

MOTION: Commissioner Small moved to adopt the Planning Commission's recommendations, findings and conclusions as the Board's own and approve Ordinance Amendment 2019-002 – BCC 11.42.040. Commissioner Delvin seconded and upon vote, the motion carried.

Public Hearing - Ordinance Amendment 2019-003 - Subdivision Regulations

Mr. Wendt presented the proposed ordinance amendment regarding subdivision regulations that would require the applicant to apply for a mitigation certificate when they submitted a new plat application. The Planning Commission submitted a positive recommendation to the Board of Commissioners subject to eight findings of fact and conclusions.

As there was no one present to testify, public comment was closed.

MOTION: Commissioner Small moved to adopt the Planning Commission's recommendations, findings and conclusions as the Board's own and approve Ordinance Amendment 2019-003 – BCC 9.02.100. Commissioner Delvin seconded and upon vote, the motion carried.

Other Business

Commissioner Small said he would be gone the first week of March. Commissioner Delvin said he would be at the NACO conference during that time so the Board would cancel the Board meeting the first week in March.

Legislative Committee - WSAC

Commissioner Delvin said it would be short 60-day session but would probably be busy.

Tort Claims

CC 2020-01: Received January 13, 2020 from Colby Allen Blaine
CC 2020-02: Received January 21, 2020 from Ronnie James Mercado
CC 2020-03: Received January 21, 2020 from Benton County PUD No. 1

Payroll

Check Date: 01/03/2020

Payroll Checks
Warrant #: 242338-242385
Direct Deposit #: 149387-149991
Total all funds: $2,424,185.64

Payroll Deductions/Transfers
Taxes #: 101200101-101200111
ACH #: 1085-1091
Total all funds: $2,337,913.83

Payroll Deductions/Warrants
Warrant #: 201738-201745
Total all funds: $137,944.59

Account Payables

Check Date: 01/09/2020
P-Card #: 0120
Total all funds: $323,958.36

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

Resolutions

2020-035: Entering into Separation Agreement and General Release with Loretta Smith Kelty
2020-036: Line Item Transfer, Fund No. 0149-101, Dept. 000
2020-037: Statement of Work, No. 20508, w/ImageSoft, Inc. for District Court and County Clerk
2020-038: Upgrade Service Agreement w/ImageSoft to the OnBase System
2020-039: Residual Equity Transfer From Detox Center Construction Fund to the Capital Projects Fund and Closing Out the Detox Center Construction Fund
2020-040: Contract w/Lou Sowers PC for Psychological Evaluations

2020-041: Contract w/Randy Ruegsegger dba/Randy Ruegsegger Polygram Service for Polygraph Examinations
2020-042: Agreement w/TransUnion Risk and Alternative Data Solution, Inc. to Access Social Media & Web Data to Support Investigations and Research
2020-043: Change Order Nos. 1 and 2 w/Banlin Construction for the Justice Center Restroom Renovation Project ~ R Blain
2020-044: Agreement w/Waxie Sanitary Supply for Restroom and Kitchen Paper Products
2020-045: Payment to Hobart for Services Performed on Jail Kitchen Equipment
2020-046: Agreement w/Teamsters Union Local No. 839, Representing Sheriff's Office Clerical
2020-047: Quit Claim Deed for the Detoxification Building
2020-048: Amending the Superior Court Public Defense Contract w/Eric Scott
2020-049: Superior Court Public Defense Contract w/Angel Betancourt
2020-050: Public Defense Services Compensation for Heather Villani
2020-051: Superior Court Public Defense Contract Amendment w/Robert Moser
2020-052: Superior Court Public Defense Contract Amendment w/Deric Orr to Reflect Firm Name Change
2020-053: Settlement Agreement and Release with Deputy Sheriff Guild
2020-054: Memorandum of Agreement w/Franklin County Regarding Architectural and Engineering Services for the Remodel of the Juvenile Justice Center
2020-055: Authorization to Proceed With Advertisement and Bid Process for Purchase of Water Tank, Pump and Plumbing for Chassis
2020-056: Accepting Work Performed by Central Washington Asphalt, Inc. for the Bermuda Road Overlay Project
2020-057: Accepting Work Performed by Central Washington Asphalt, Inc. for Crosby Road Overlay
2020-058: Participant Position Allocation for 2020 for Benton and Franklin Adult and Juvenile Drug Court Programs and Adopting At Risk Youth Population Percentage Split for Functional Family Therapy, Selective Aggressive Probations and Programs
2020-059: Cancelling Taxes Assessed Upon Personal Property Determined Uncollectible
2020-060: Transfer of Funds – Current Expense – Sheriff Admin Dept. 118
2020-061: County Planning Relating to Rural Water Supply Program – Adoption of Ordinance 619
2020-062: Comprehensive Plan Amendment – Adoption of Ordinance 620
2020-063: Amendment to Ordinance 611 Relating to Building Permits – Adoption of Ordinance 621
2020-064: Amendment to Ordinance 612 Relating to Water Supply – Adoption of Ordinance 622

There being no further business before the Board, the meeting adjourned at approximately 9:23 a.m.

_____ _____

Clerk of the Board Chairman

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: January 28, 2020	**Execute Contract**	_____	**Consent Agenda**	**x**
Subject: Canvassing Bd Appt	**Pass Resolution**	**X**	**Public Hearing**	_____
Prepared by: B. Chilton	**Pass Ordinance**	_____	**1st Discussion**	_____
Reviewed by: A. Hatfield	**Pass Motion**	_____	**2nd Discussion**	_____
	Other	_____	**Other**	_____

BACKGROUND INFORMATION

Pursuant to RCW 29A.60.140, the chair of the county legislative body is a member of the canvassing board for canvassing the ballots and returns for elections. An appointment is needed for the upcoming February 11, 2020, Special Election, and the March 10, 2020, Presidential Primary Election.

RECOMMENDATION

Chair, James Beaver, sign the letter appointing himself as the member on the canvassing board.

FISCAL IMPACT

None.

MOTION

Move to have the Chair, James Beaver, sign the canvassing board appointment designating himself to serve on the Benton County Canvassing Board for the upcoming February 11, 2020, Special Election, and the March 10, 2020, Presidential Primary Election.

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

Jerrod MacPherson
County Administrator

Board of County Commissioners

Canvassing Board Appointment

I, James Beaver, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for:

1) The Special Election to be held on February 11, 2020. I will serve for the timeframe of January 1 through February 21, 2020.

2) The Presidential Primary Election to be held on March 10, 2020. I will serve for the timeframe of February 22 through March 20, 2020.

DATED this 28th day of January, 2020.

_____
James Beaver
Chair, Board of Benton County Commissioners

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	01/28/2020	**Execute Contract**	_____	**Consent Agenda**	__X__
		Pass Resolution	_____	**Public Hearing**	_____
Subject:	Management Letter to State Auditor	**Pass Ordinance**	_____	**1st Discussion**	_____
		Pass Motion	_____	**2nd Discussion**	_____
		Other	__X__	**Other**	_____
Prepared by:	Aileen Coverdell				
Reviewed by:	Ryan Brown, Brenda Chilton				

BACKGROUND INFORMATION

Management letter to close out the 2018 Accountability Audit of Benton County.

SUMMARY

Management letter from Benton County to the State Auditor's Office containing representations which affirm the County's cooperation during the Accountability Audit of Benton County's 2018 operations.

RECOMMENDATION

Pass on Consent Agenda & Sign

FISCAL IMPACT

N/A

MOTION

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

Jerrod MacPherson
County Administrator

Board of County Commissioners

January 28, 2020

Mr. Jose Garcia, Assistant State Auditor
Washington State Auditor's Office
100 North Morain, Ste. 216
Kennewick, WA 99336

To the Office of the Washington State Auditor:

We are providing this letter in connection with your audit of Benton County for the period from January 1, 2018 through December 31, 2018. Representations are in relation to matters existing during or subsequent to the audit period up to the date of this letter.

Certain representations in this letter are described as being limited to matters that are significant or material. Information is considered significant or material if it is probable that it would change or influence the judgment of a reasonable person.

We confirm, to the best of our knowledge and belief, having made appropriate inquires to be able to provide our representations, the following representations made to you during your audit. If we subsequently discover information that would change our representations related to this period, we will notify you in a timely manner.

General Representations:

1. We have provided you with unrestricted access to people you wished to speak with and made available requested and relevant information of which we are aware, including:
   a. Financial records and related data.

b. Minutes of the meetings of the governing body or summaries of actions of recent meetings for which minutes have not yet been prepared.

c. Other internal or external audits, examinations, investigations or studies that might concern the objectives of the audit and the corrective action taken to address significant findings and recommendations.

d. Communications from regulatory agencies, government representatives or others concerning possible material noncompliance, deficiencies in internal control or other matters that might concern the objectives of the audit.

e. Related party relationships and transactions.

f. Results of our internal assessment of business risks and risks related to financial reporting, compliance and fraud.

2. We acknowledge our responsibility for compliance with requirements related to confidentiality of certain information, and have notified you whenever records or data containing information subject to any confidentiality requirements were made available.

3. We acknowledge our responsibility for compliance with applicable laws, regulations, contracts and grant agreements.

4. We have identified and disclosed all laws, regulations, contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.

5. We have complied with all material aspects of laws, regulations, contracts and grant agreements.

6. We acknowledge our responsibility for establishing and maintaining effective internal controls over compliance with applicable laws and regulations and safeguarding of public resources, including controls to prevent and detect fraud.

7. We have established adequate procedures and controls to provide reasonable assurance of safeguarding public resources and compliance with applicable laws and regulations.

8. We have no knowledge of any fraud, allegations of fraud or suspected fraud involving management, employees or others, except as disclosed to the auditor in accordance with RCW 43.09.185.

9. In accordance with RCW 43.09.200, all transactions have been properly recorded in the financial records.

Chairperson
Board of County Commissioners

Brenda Chilton
Benton County Auditor

Kenneth Spencer
Benton County Treasurer

cc: Board of County Commissioners
Brenda Chilton, Benton County Auditor
Kenneth Spencer, Benton County Treasurer
Ryan Brown, Prosecuting Attorney's Office

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PROTECTIVE INSPECTION SERVICES FUND NUMBER 0149101, DEPARTMENT NUMBER 000.

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: | Dept Nbr: 000

Fund Name: Protective Inspection Services | Fund Nbr: 0149101

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
524.200	1196	Part-time fire inspector	$45,216	524.200	1196	Permit Technician	$45,216
TOTAL			$45,216	TOTAL			$45,216

Explanation:

To appropriate funding for a Permit Technician, position number 1196. The Permit Technician position is full-time, courthouse union, grade 9 effective February 1, 2020.

Prepared by: Linda Ivey | Date: 02-Jan-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 1-28-20	**Execute Contract** XX	**Consent Agenda** XX
Subject: Contractor Intake Agreement	**Pass Resolution** XX	**Public Hearing**
	Pass Ordinance	**1st Discussion**
	Pass Motion	**2nd Discussion**
Prepared by: J. Delvin	**Other**	**Other**
Reviewed by:		

BACKGROUND INFORMATION

Pass resolution allowing the Chairman of the Board of Benton County Commissioners to sign the Contractor Intake Agreement, Agreement on General Terms and Conditions and the County Program Agreement with DSHS.

SUMMARY

DSHS allows access to certain information regarding public assistance. We would utilize the system to verify individual's information that are requesting a court appointed attorney or for collection purposes. The prosecutor's office has agreed "as to form" of this document.

RECOMMENDATION

Recommend pass resolution and sign

FISCAL IMPACT

None, there is no cost for the access to DSHS information

MOTION

Move to pass the resolution authorizing the Chairman of the Board of Benton County Commissioners to sign the Contractor Intake Agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE CONTRACTOR INTAKE AGREEMENT BETWEEN DSHS AND COUNTY CLERK, FOR BENTON COUNTY

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the Contractor Intake Agreement, Agreement on General Terms and Conditions and the County Program Agreement, 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
Originals: Clerk

Josie Delvin

From: Eric Andrews
Sent: Tuesday, January 14, 2020 4:28 PM
To: Josie Delvin
Subject: RE: [EXTERNAL] REVIEW/SIGNATURE BVS COURT - BENTON COUNTY 2063-74071

Josie,

Section 4 requires documented policies and procedures governing access to systems with the shared Data. You must also have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information. This should be written in the before mentioned p&p. If Robert is hosting this service on our network, he will need to review the password requirements and network requirements.

I looked at the general terms I noticed that there is a requirement that if the county expends $750,000 or more in federal awards from all sources in any fiscal year, this would trigger audit requirements in accordance with section 22 b. The genera terms are of course in court in effect, but thought it relevant to ask as I am not familiar with you budget and spending.

Other than bringing these issues to your attention, the contract is approved to form.
R/

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Josie Delvin <Josie.Delvin@co.benton.wa.us>
Sent: Friday, January 10, 2020 8:25 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: FW: [EXTERNAL] REVIEW/SIGNATURE BVS COURT - BENTON COUNTY 2063-74071
Importance: High

Eric:

Attached are more documents regarding the access to public assistance records. Again, I can't add a place for you to sign, so please let me know if you approve as to form.
Thank you!
Josie Delvin
Benton County Clerk
7122 West Okanogan Place, Bldg. A
Kennewick, WA 99336

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From: Daniels, Sandra (DSHS) <DANIESD@dshs.wa.gov>
Sent: Friday, January 10, 2020 7:44 AM
To: Josie Delvin <Josie.Delvin@co.benton.wa.us>
Cc: Schumacher, Hope <SCHUMHL@dshs.wa.gov>
Subject: [EXTERNAL] REVIEW/SIGNATURE BVS COURT - BENTON COUNTY 2063-74071
Importance: High

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.

*******New Note: PLEASE SIGN PAGE 1 AND RETURN************

Dear Josie,

Please review the attached contract Please do not make any changes. If your agency agrees to the terms and conditions of the amendment, please sign and date page 1 and return that page to me via e-mail. Please date the amendment on or before **2/03/2020**.

If you have any questions at any point in the contract process, please contact the name listed under the heading DSHS CONTACT NAME and TITLE; located on Page 1.

Thank you,

Sandra Daniels / Contracts Training Officer /Community Services Division
Economic Services Administration
Washington State Department of Social and Health Services
(O) 360 725-4886/ cell 360 688-0526 Sandra.Daniels@dshs.wa.gov
Transforming Lives

CSD CONTRACTS SHARE POINT
https://csd.esa.dshs.wa.lcl/programs/newcontracts/SitePages/Home.aspx

Josie Delvin

From: Eric Andrews
Sent: Monday, January 6, 2020 4:24 PM
To: Josie Delvin
Subject: RE: Contractor Intake

Josie,
I see no issues with this contractor application. Please let me know if I can help with anything else.
R/

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Josie Delvin <Josie.Delvin@co.benton.wa.us>
Sent: Friday, January 3, 2020 3:48 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: Contractor Intake

Eric:

Ok, here is a different one. We are trying to get access to see if defendants are on public assistance. We must complete and sign the attached contractor intake form. Will you please review and let me know if you are ok with this. I can't change the form to add a signature box for you, so if you let me know via email if you are ok with this that would be great.

Thanks!

Josie Delvin
Benton County Clerk
7122 West Okanogan Place, Bldg. A
Kennewick, WA 99336

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Washington State Department of Social & Health Services
Transforming lives

Contractor Intake Instructions

All New DSHS Contractors must:

- Complete, sign and submit the **Intake Form** to the **Department of Social and Health Services (DSHS)**.
- Register in the **Statewide Payee Registration System.** This system is maintained by the Washington State Department of Enterprise Services (DES) to process payments for **all** Washington state agencies. To register, **follow the online instructions at http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx .** You must complete this step in order to be paid.

  Please **do not** return this DSHS Contractor Intake Form to DES; they will **not** process it.

All Existing DSHS Contractors who have changed their business name or business organization, or experienced other significant changes, **must**:

- Update their information in the **Statewide Payee Registration System** by following the instructions at http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx.
- Complete, sign and submit a new **Contractor Intake** form to the **Department of Social and Health Services (DSHS)**.

Section One: Contractor Name/Business Organization

1. **Contractor name.**
   - For an Individual or Sole Proprietor, enter your name as shown on your Social Security card on the "Name" line. Sole Proprietors provide Last Name, First Name, Middle Name, and Suffix.
   - Other entities. Enter your business name as shown on the legal document creating the entity.
2. **Business Organization.** Please mark only one.
   - If you are a nonresident alien foreign person or a business entity established in another state or country, the IRS may require you to complete Form W-8.
   - If you are a Non-profit Corporation or a Faith-Based Non-Profit Corporation **attach a copy of your 501(c) status.**
3. **Taxpayer Identification Number (TIN).**
   - Individual or Sole Proprietor - If you are a sole proprietor you may enter either your Social Security Number (SSN), or if you have one, your federal Employer Identification Number (EIN).
   - Other Business Entities - Enter the entity's Employer Identification Number (EIN). If the entity does not have an EIN, enter the SSN of the owner of the business.
   - Resident alien. - If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the SSN box.
4. **Default Reported, Waiver Certification, Fiscal Year, UBI Number, Business License, and DUNS Number.**
   - List any contracts that you have had with the state that have been terminated for default.
   - Certify whether you require your employees to sign mandatory individual arbitration clauses or class or collective action waivers. For more information review https://des.wa.gov/services/contracting-purchasing/policies-training/resources/EO18-03.
   - Provide your fiscal year end date.
   - Provide your Washington State Uniform Business Identifier (UBI) Number.
   - **Attach a copy of your State Master Business License**. You may be exempt from registering with the State of Washington under certain circumstances. For more information review: **http://bls.dor.wa.gov/faqlicense.aspx**
   - Provide your Dun and Bradstreet (DUNS) Number.

Section Two: Contractor Primary Address Enter the primary address information of your business. If this form is for a new DSHS contract, and you want to provide a contract-specific address in addition to your primary one, please do so in Section Five.

Section Three: Contractor Ownership Check those that, in your opinion, apply to your organization. Please provide a certification number, if available. For the definition of microbusiness, minibusiness and small business, see RCW 39.26.010 (16), (17) and (22).

Section Four: Contractor Contact Person(s) Enter the primary contact information, and job title, for your business. If you are completing this form for a new DSHS contract, and you want to provide a contract-specific contact person other than your primary one, please do so in Section Five.

Section Five: Additional Information

1. **Contractor Additional Addresses.** If applicable, provide additional addresses used for DSHS Contracts.
2. **Contractor Additional Staff.** If applicable, provide additional staff information for DSHS Contracts. Additional staff may include those who have authority to sign a DSHS contract on behalf of the business, and are referred to as a signatory.

Section Six: Contractor Certification You must sign, date, and return this form before DSHS will issue a contract.

Washington State Department of Social & Health Services
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Contractor Intake

Section One: Contractor Name/Business Organization **(DSHS staff enter on ACD Intake Detail screen)**

1. CONTRACTOR NAME

DBA OR FACILITY NAME
Benton County

2. BUSINESS ORGANIZATION

- ☐ Individual or Sole Proprietor
- ☐ Non-Profit Corporation (**Attach a copy** of 501(c) status)
- ☐ For Profit Corporation
- ☐ Faith Based (FBO) Non-Profit Corporation
- ☐ Faith Based (FBO) Unincorporated
- ☒ Governmental Entity
- ☐ Foreign Person or Entity
- ☐ General Partnership
- ☐ Limited Liability Partnership (LLP)
- ☐ Limited Liability Limited Partnership (LLLP)
- ☐ Limited Liability Company, filing as a Corporation
- ☐ Limited Liability Company, filing as a Partnership
- ☐ Limited Liability Company, filing as a Sole Proprietor

If your business is **NOT** a sole proprietorship,
attach a list of the partners, members, directors, officers, and board members.

3. TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter your TIN in the appropriate box.

- For individuals, this may be your Social Security Number (SSN).
- For other entities, it is your Employer Identification Number.

Social Security Number

OR

Employer Identification Number

_____ (Enter all 9 numbers, NO DASHES)

91-6001296 (Enter all 9 numbers, NO DASHES)

4. DEFAULT REPORTED, WAIVER CERTIFICATION, FISCAL YEAR, UBI NUMBER, BUSINESS LICENSE, AND DUNS NUMBER

Have you had any contract with the state terminated for default? ☐ Yes ☒ No
If yes, **attach a list** of terminated contracts with an explanation why each contract was terminated.

Does your business require its employees to sign or agree to, as a condition of employment, mandatory individual arbitration clauses or class or collective action waivers? ☐ Yes ☒ No

Is your fiscal year end the same as the calendar year (January 1 through December 31)? ☒ Yes ☐ No
If the answer is no, what is your fiscal year end date? _____

What is your Washington State Uniform Business Identifier (UBI) Number? _____ (Enter all 9 numbers, NO DASHES)

Attach a copy of your current Washington State **Master Business License** or explain below why you are exempt from registering your business with the State of Washington. (See page 1 for information on exemptions.)

What is your Dun and Bradstreet (DUNS) number? (Enter all nine numbers, NO DASHES).

Section Two: Contractor Primary Address **(DSHS staff enter on ACD Intake Detail screen)**

CONTRACTOR PRIMARY ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER)
7122 W. Okanogan Pl., Bldg A

CITY, STATE, AND ZIP CODE
Kennewick, WA 99336

EMAIL ADDRESS
josie.delvin@co.benton.wa.us

COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
Benton County

PHONE NUMBER (INCLUDE AREA CODE)
(509) 735-8388

FAX NUMBER (INCLUDE AREA CODE)
( )

Section Three: Contractor Ownership Type **(DSHS staff enter, as applicable, on ACD Intake Detail screen)**

Is your business owned by a person (or persons) who is (or are):

	No	Yes; but we are NOT certified*	Yes and we ARE Certified*	Certification Number
A Woman?	☒	☐	☐	
A Minority?	☒	☐	☐	
A Veteran?	☒	☐	☐	

*Certified means either the business entity (or, when the business is a sole proprietorship, the individual) has received a certification number from Washington State's Office of Minority and Women-Owned Business Enterprises (OMWBE) www.omwbe.wa.gov, or Department of Veterans' Affairs (DVA).

Is your business a certified Disadvantaged Business Entity? ☒ No ☐ Yes, Certification No.

Does your business qualify as a Microbusiness, Minibusiness, or Small Business under RCW 39.26.010? ☐ No ☐ Yes

Section Four: Contractor Primary Contact Person **(DSHS staff enter on ACD Intake Detail screen)**

Primary contact person is a(n):

☐ Owner ☐ Officer or Board Member ☐ Partner ☐ Staff Member ☒ Elected Official

☐ Other (please identify) _____ (DSHS staff enter as applicable on ACD)

Is the primary contact person authorized to sign contracts? ☒ Yes ☐ No

PRIMARY CONTACT NAME AND JOB TITLE	PHONE NUMBER (INCLUDE AREA CODE)
Jim Beaver, Benton County Commissioner	**(509) 735-8388 ext 3713**

FAX NUMBER (INCLUDE AREA CODE)	PRIMARY CONTACT EMAIL ADDRESS	CELLULAR PHONE NUMBER (INCLUDE AREA CODE)
( )	**jim.beaver@co.benton.wa.us**	( )

Section Five: Additional Information **(DSHS staff enter on Intake Detail – Sub Information Summary screens)**

1. ADDITIONAL CONTRACTOR ADDRESSES: IF YOU HAVE MORE THAN TWO ADDITIONAL ADDRESSES, YOU MAY ATTACH A LISTING OF ADDITIONAL ADDRESSES.

ADDRESS DESCRIPTION	ADDITIONAL ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER)
☐ Billing address ☐ Facility address ☐ Mailing address	CITY, STATE, AND ZIP CODE

PHONE NUMBER (INCLUDE AREA CODE)	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
( )	
FAX NUMBER (INCLUDE AREA CODE)	**EMAIL ADDRESS**
( )	

ADDRESS DESCRIPTION	ADDITIONAL ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER)
☐ Billing address ☐ Facility address ☐ Mailing address	CITY, STATE, AND ZIP CODE

PHONE NUMBER (INCLUDE AREA CODE)	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
( )	
FAX NUMBER (INCLUDE AREA CODE)	**EMAIL ADDRESS**
( )	

2. ADDITIONAL STAFF: IF YOU HAVE MORE THAN TWO ADDITIONAL STAFF (LISTED BELOW), WHO ARE ALSO RELEVANT TO YOUR DSHS CONTRACTS, PLEASE PROVIDE INFORMATION ABOUT THOSE STAFF ON A SEPARATE PAGE.

Additional staff person is a(n):

☐ Officer or Board Member ☐ Partner ☐ Staff Member ☒ Elected Official
☐ Other (please identify) _____ (DSHS staff enter as applicable on ACD)

Is the additional staff authorized to sign contracts? ☐ Yes ☒ No

Is the additional staff a contact for DSHS contracts? ☒ Yes ☐ No

ADDITIONAL STAFF NAME AND TITLE	ADDITIONAL STAFF EMAIL ADDRESS
Josie Delvin, Benton County Clerk	**josie.delvin@co.benton.wa.us**

PHONE NUMBER (INCLUDE AREA CODE)	FAX NUMBER (INCLUDE AREA CODE)	CELLULAR PHONE NUMBER (INCLUDE AREA CODE)
(509) 735-8388 ext 3217	( )	( )

Additional staff person is a(n):

☐ Officer or Board Member ☐ Partner ☐ Staff Member ☐ Elected Official
☐ Other (please identify) _____ (DSHS staff enter as applicable on ACD)

Is the additional staff authorized to sign contracts? ☐ Yes ☐ No

Is the additional staff a contact for DSHS contracts? ☐ Yes ☐ No

ADDITIONAL STAFF NAME	ADDITIONAL STAFF EMAIL ADDRESS

PHONE NUMBER (INCLUDE AREA CODE)	FAX NUMBER (INCLUDE AREA CODE)	CELLULAR PHONE NUMBER (INCLUDE AREA CODE)
( )	( )	( )

Section Six: Contractor Certification **(DSHS staff enter on ACD Intake Detail as Intake Form Date)**

You must sign, date, and return this form.

I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify DSHS of any changes in any statement.

SIGNATURE	DATE	PRINTED NAME
		TITLE

ATTACHED SUPPORTING DOCUMENTATION CHECKLIST

☐ Copy of your W-9 - Request or Taxpayer Identification Number and Certification
☐ Copy of statement showing non-profit 501(c) status (if applicable)
☐ List of partners, members, directors, officers, and board members (not applicable to sole proprietors)
☐ Copy of your Washington State Master Business License or proof of exemption
☐ List of any contracts you have had with the state that have been terminated for default, including a brief explanation (if applicable)
☐ List of Additional Addresses (if applicable)
☐ List of Additional Staff (if applicable)
☐ Copy of your Certificate of Insurance (if applicable)

Washington State Department of Social & Health Services

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DSHS and COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS

DSHS Contract Number
1783-86240

These General Terms and Conditions are between the state of Washington Department of Social and Health Services (DSHS) and the County identified below. These General Terms and Conditions govern work to be performed under any Program Agreement between the parties. These General Terms and Conditions supersede and replace any previously executed General Terms and Conditions as of the start date below.

County Contract Number

TERM OF AGREEMENT: The term of this Agreement on General Terms and Conditions shall start and end on the following dates, unless terminated sooner as provided herein.

START DATE: July 1, 2017 **END DATE:** June 30, 2023

COUNTY NAME	DSHS INDEX NUMBER
Benton County	1122

COUNTY ADDRESS
Department of Human Services
7102 West Okanogan Place Suite 201
Kennewick, WA 99336

COUNTY TELEPHONE	COUNTY FAX
(509) 783-5284	

DSHS CENTRAL CONTRACT SERVICES ADDRESS	DSHS CENTRAL CONTRACT SERVICES TELEPHONE
Central Contracts and Legal Services P.O. Box 45811 Olympia, WA 98504-5811	(360) 664-6055

By their signatures below, the parties agree to this Agreement on General Terms and Conditions.

COUNTY SIGNATURE(S)	DATE(S)	PRINTED NAME(S) AND TITLE(S)	TELEPHONE NUMBER (INCLUDE AREA CODE)

DSHS SIGNATURE	DATE	PRINTED NAME AND TITLE	TELEPHONE NUMBER (INCLUDE AREA CODE)
Monika Vasil	6/29/17	Monika Vasil Chief of Contracts	(360) 664-6071

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

   a. "Agreement" means this Department of Social and Health Services and County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.

   b. "CCLS Chief" means the individual in Central Contracts and Legal Services with oversight authority for Department of Social and Health Services statewide agency contracting procedures.

   c. "Central Contracts and Legal Services (CCLS)" means the Department of Social and Health Services statewide agency headquarters contracting office, or successor section or office.

   d. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

   e. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

   f. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.

   g. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).

   h. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

   i. "DSHS" or "the department" or "the Department" means the Department of Social and Health Services of the state of Washington.

   j. "DSHS Representative" means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.

   k. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DSHS and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

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

m. "Program Agreement" or "County Program Agreement" means a written agreement between DSHS and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DSHS.

n. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.

o. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.

p. "Subcontract" means a separate contract between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.

q. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.

r. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the CCLS Chief and the written assumption of the County's obligations by the third party.

4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DSHS shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.

5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DSHS shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6. **Confidentiality.**

a. The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of any Program Agreement for any purpose that is not directly connected with the performance of the services contemplated there under, except:

(1) As provided by law; or,

b. In the case of Personal Information, as provided by law or with the prior written consent

of the person or personal representative of the person who is the subject of the Personal Information. The parties shall protect and maintain all Confidential Information gained by reason of any Program Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(2) Physically securing any computers, documents, or other media containing the Confidential Information.

c. To the extent allowed by law, at the end of the Agreement term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.

d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.

e. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the Program Agreement within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of over 500 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

7. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.

8. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.

9. **Disputes.**

Both DSHS and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

10. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.

11. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DSHS involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.

12. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DSHS and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DSHS and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DSHS or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.

13. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DSHS or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.

14. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

15. **Insurance.** DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

16. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

a. Document performance of all acts required by law, regulation, or this Agreement;

b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DSHS and all expenditures made by the County to perform as required by this Agreement.

17. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DSHS in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.

18. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

a. Applicable federal and state of Washington statutes and regulations;

b. This Agreement;

c. The Program Agreement(s).

19. **Ownership of Material.** Material created by the County and paid for by DSHS as a part of any Program Agreement shall be owned by DSHS and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DSHS is owned by the County and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the County has a right to grant such a license.

20. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.

21. **Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DSHS, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DSHS shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DSHS and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DSHS and the County. This provision shall not apply in the event of a settlement by either DSHS or the County.

22. **Subrecipients.**

a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

(6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

b. Single Audit Act Compliance. If the County is a subrecipient and expends $750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:

(1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DSHS may require the County to reimburse DSHS in accordance with 2 CFR Part 200.

23. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Confidentiality (Section 6), Disputes (Section 9), Responsibility (Section 12), Inspection (Section 14), Maintenance of Records (Section 16), Ownership of Material (Section 19), Subcontracting (Section 21), Termination for Default (Section 26), Termination Procedure (Section 27), and Title to Property (Section 29).

24. Termination Due to Change in Funding, Contract Renegotiation or Suspension.

If the funds DSHS relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

a. At DSHS's discretion, the Program Agreement may be renegotiated under the revised funding conditions.

b. Upon no less than fifteen (15) calendar days advance written notice to County, DSHS may suspend County's performance of any Program Agreement when DSHS determines that there is reasonable likelihood that the funding insufficiency may be

resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When DSHS determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption.

(3) If the County's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DSHS shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.

c. DSHS may terminate the Program Agreement by providing at least fifteen (15) calendar days advance written notice to the County. DSHS shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

25. Termination for Convenience. The CCLS Chief may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contracts and Legal Services, PO Box 45811, Olympia, Washington 98504-5811.

26. Termination for Default.

a. The CCLS Chief may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DSHS has a reasonable basis to believe that the County has:

(1) Failed to meet or maintain any requirement for contracting with DSHS;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

b. Before the CCLS Chief may terminate this Agreement or any Program Agreement for default, DSHS shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the CCLS Chief may then terminate the agreement. The CCLS Chief may terminate the agreement for default without such written notice and without opportunity for correction if DSHS has a reasonable basis to believe that a Client's health or safety is in jeopardy.

c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DSHS, if the County has a reasonable basis to believe that DSHS has:

(1) Failed to meet or maintain any requirement for contracting with the County;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DSHS with written notice of DSHS' noncompliance with the agreement and provide DSHS a reasonable opportunity to correct DSHS' noncompliance. If DSHS does not correct DSHS' noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

27. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

b. The County shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page of the Program Agreement, all DSHS assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DSHS property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DSHS that is in the possession of the County pending return to DSHS.

c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or

usable by DSHS.

d. If the CCLS Chief terminates any Program Agreement for default, DSHS may withhold a sum from the final payment to the County that DSHS determines is necessary to protect DSHS against loss or additional liability occasioned by the alleged default. DSHS shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

28. **Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

29. **Title to Property.** Title to all property purchased or furnished by DSHS for use by the County during the term of a Program Agreement shall remain with DSHS. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DSHS under a Program Agreement shall pass to and vest in DSHS. The County shall take reasonable steps to protect and maintain all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.

30. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the CCLS Chief or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

Benton County Commissioner Chair	Printed Name and Title	Date Signed
	Jerm Dolan Chair Pro Tem	6-20-17
DSHS Signature	Printed Name and Title	Date Signed
	Approved as to form: Benton County Prosecuting Attorney's Office	Approved as to content: Kyle Sullivan Administrator, Human Services

Washington State Department of Social & Health Services

Transforming lives

COUNTY PROGRAM AGREEMENT

Benefit Verification System (BVS) Access

DSHS Agreement Number

2063-74071

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	DSHS CONTRACT CODE
Economic Services Administration	Community Services Division	1122	3000CC-63

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Hope Schumacher SHPM 2	712 Pear St Olympia, WA Click here to enter text.

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(360)688-8089	Click here to enter text.	schumhl@dshs.wa.gov

COUNTY NAME	COUNTY ADDRESS
Benton County COUNTY OF BENTON	7122 W. Okanogan Pl. Blg A Kennewick, WA 99336
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME JOSIE DELVIN

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(509) 735-8388		josie.delvin@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

PROGRAM AGREEMENT START DATE	**PROGRAM AGREEMENT END DATE**	MAXIMUM PROGRAM AGREEMENT AMOUNT
02/03/2020	10/31/2023	No Payment

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

☒ **Exhibits (specify):** Exhibit A - Data Security Requirements ; **Exhibit B- BVS program Users List**

☐ **No Exhibits.**

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED

DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Sandra Daniels, Contracts Officer DSHS/ESA-Community Services Division	

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	**1/28/2020**	**Execute Contract**	__X___	**Consent Agenda**	__X___
Subject:	**APS Contract**	**Pass Resolution**	__X___	**Public Hearing**	_____
Prepared by:	**E. Osborne**	**Pass Ordinance**	_____	**1st Discussion**	_____
Reviewed by:	**J. Delvin & E. Andrews**	**Pass Motion**	_____	**2nd Discussion**	_____
		Other	_____	**Other**	_____

BACKGROUND INFORMATION

The Benton County Clerk's Office lease with APS Inc. is about to expire. A new contract with APS Inc. is proposed as the contract price for a sixty (60) month lease commencing upon delivery and installation for a mailing system is $120.00 per month.

SUMMARY

A new contract is necessary

RECOMMENDATION

We request that a resolution be signed authorizing the Chairman of the Board to sign the contract.

FISCAL IMPACT

This is a cost savings from the previous contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR MAILING SYSTEM FROM APS MAILING SYSTEMS FOR THE BENTON COUNTY CLERK

WHEREAS, the Benton County Clerk's current lease with APS Inc. (Resolution 2015-064) will expire January 2020; and

WHEREAS, per resolution 2012-677, purchases or leases between $5000 and $25,000 are to be approved by the BOCC pursuant to a written resolution and written quotations from at least three (3) vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes; and

WHEREAS, Benton County Clerk solicited the followings companies to provide a quote for leasing/renting mailing system equipment:

Pitney Bowes, 60-month lease: $139.19 per month
Neopost, 60-month lease: $143.54 per month
APS Inc., 60-month lease: $120.00 per month

WHEREAS, the Benton County Clerk has reviewed the quotes and equipment and recommends the lowest quote from APS Inc. (60 month least at $120.00 per month);
NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington, is hereby authorized to sign the Equipment Contract between the Benton County Clerk and APS Inc. for sixty (60) month lease for mailing system equipment for $120 per month, as in more specifically described in the Equipment Agreement attached hereto and incorporated herein by this reference.

Dated this _____ day of January 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

cc: J. Delvin, Clerk; File; Original to Clerk

E. Osborne

FP Mailing Solutions
140 N. Mitchell Ct, Ste 200
Addison, IL 60101-5629
Tel: (800) 341-6052
www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Address	
Customer: Benton County Clerk	
Department:	
Street: 7122 W. Okanogan PL, Bldg A	
City: Kennewick	County:
State: WA	Zip: 99336
Tel: 509.735.8388	Fax:
E-mail: elaine.osborne@co.benton.wa.us	
Contact Name: Elaine	
Deliver To: ☐ Dealer ☐ Customer ☑ Fulfilled from Dealer Inventory	
☐ *Existing Customers Only: check box if Billing Address has changed.*	

Shipping & Installation Address *(if different than Billing)*	
Customer:	
Department:	
Street:	
City:	County:
State:	Zip:
Tel:	Fax:
E-mail:	
Contact Name:	
Mailing Address: ☑ Same as Billing	
☐ *Existing Customers Only: check box if Shipping & Install Address has changed.*	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery *(select one)*
1	P400C	PostBase Vision Meter	included	☐ Electronic Billing
1	UNL	Unlimited Resets	included	☑ Paper Billing
1	RG	Rate Guard	included	**Rental Billing Frequency** *(select one)*
				☐ Annual Billing
				☐ Semi-Annual
				☑ Quarterly Billing
				Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.
Term of Contract: 60 **months***		**Total Monthly Payment**	$48.00	

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) * 36 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE *(please complete all fields)*

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative: X		Selling Dealer Name: APS, Inc.	Dealer #: 225-0
Tel: 509.735.8388		Address: 933 W. 3rd, Suite 208, Spokane, WA 99201	
Tax ID: 91-6001296	State: WA	Tel: 509.299.6144	Fax:
Authorized Signature: X		Sales Representative Name: Ron Cook	
Date: 12/9/19		Servicing Dealer Name: APS, Inc.	Svc. Dealer #: 225-0

Approved as to form:
Eric Andrews, Deputy Prosecutor

DEALER & INTERNAL USE ONLY

☐ New Customer	☐ Lease Company: _____	Promo Code: _____
☑ Upgrade / Model Change	☐ Major Account: _____	Package Code: _____
☐ Renewal (no change of equipment)	☐ GSA / State Contract No.: _____	☐ Price or Terms Exception Approval *(Form Attached)*
☐ Coterminous Add-On: Postbase Vision	Master Billing Acct. No.: _____	☐ USPS® Location: *(CPU Letter Attached)*
☐ Change of Ownership	Master Postage Acct. No.: _____	☐ Tax-Exempt *(Certificate Attached)*
Existing Account No.: _____		

APS, Inc.

Equipment Rental Agreement

PO Box 3915
Spokane, WA 99220
Ph# 206.428.6180 or 509.299.6144

LESSEE (hereinafter referred to as "You" or "Your")

Full Legal Name: Benton County Clerk

Address: 7122 W. Okanogan PL, Building A | City: Kennewick | State: WA | Zip: 99336 | County:

Equipment location Address: Same

Acceptance Signature: X

Date:

TERMS AND CONDITIONS • PLEASE READ CAREFULLY BEFORE SIGNING

DESCRIPTION OF EQUIPMENT LEASED - ☐ See attached schedule for additional equipment

Quantity	Type, Make, Model Number and Included accessories	Serial #
1	Postbase Vision auto feeder/sealer with 15# integrated scale. Equipment only. Maintenance included	

60 **Monthly Rental Payment Of:** $ 72.00 plus tax

Billing Option: (Check One) ☐ annual, ☐ semi annual, ☒ quarterly.

AGREEMENT. For the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

POSTAGE DEVICES: Postage measurement devices referenced herein which are subject to a rental agreement between you and FP Mailing Solutions, Inc. ("FP") are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with FP. You will need to reference your rental agreement with FP for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe FP under the rental agreement.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/ images stored on the Equipment prior to its return for any reason. NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Spokane County, WA. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

RENEWAL: This agreement and the terms & conditions attached hereto shall automatically and without any further action by either party hereto renew for automatic one year period following the expiration of the initial term unless and until either party hereto provides written notice to the other party of its intent to cancel. Such written notice must be delivered no later than (90) days prior to the end of the current term.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

RENTAL. You agree that this Agreement is (and/or shall be treated as) a rental of equipment owned by APS, Inc..

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

APS, Inc.	Customer:
By: _____ (Signature) Date Accepted: _____	X _____ (Signature) Date: _____
Print Name & Title:	Print Name & Title:

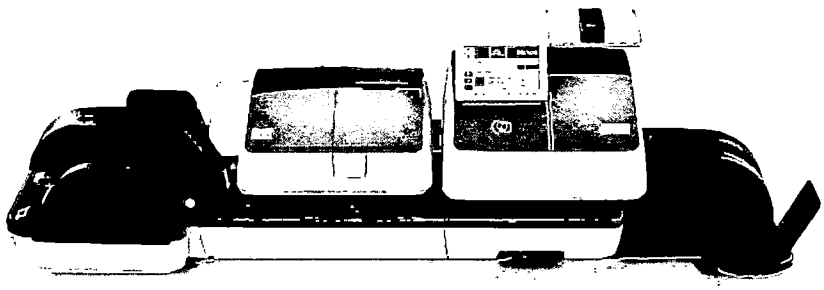
Approved as to form: _____

Eric Andrews, Deputy Prosecutor

FP GERMAN MAILGENEERING

Fact Sheet

PostBase™ Vision A5



Features

- Easy to use large, 5" color touchscreen
- Motorized, tilting display for best viewing angle
- Automatic envelope processing at up to 50 letters/minute
- SealCheck envelope sealing security
- Sealing status light indicator
- 10 lb. capacity integrated postal scale
- Differential weighing for integrated scale
- Rate wizard for USPS® postal products
- Automatic USPS® postal rate updates
- Integrated postage tape dispenser for parcels
- Supports USPS® DIM rating
- Secure PIN protection
- 10 customizable rate shortcuts
- 6 standard printable envelope graphics/adverts
- Up to 30 custom printable envelope graphics
- Create up to 12 different printable text messages or QR codes to promote your mail
- Received stamp for incoming mail
- Easiest ink replacement with on-screen guidance
- Connected to discover**FP** for easy mailing system management

Options & Upgrades

- Integrated scale capacity upgrade to 15 lbs.
- Large platform external scale up to 70 lbs.
- Vision360 online postal analytics and reporting for up to 250 cost accounts
- FP Parcel Shipping
- Choose from 5 designer colors (Satin Steel/Black std.)

Satin Steel - Cashmere Blue - Marble White - Sahara Gold - NBCF® Pink

Specifications

- Dimensions: 37"(L) x 16"(D) x 11.3-12.9"(H)
- Expandable Catch Tray Length: 12.6"-17.5"
- System Weight: 48.3 lbs.
- Catch Tray Weight: 2.2 lbs.
- Envelope Sizes: 4" x 6" - 10" x 14"
- Maximum Envelope Thickness: .40"
- Noise Emission: <70 dB(A)

Connectivity

- High-Speed LAN or Built-in Wi-Fi

Supplies

- USPS® Certified **FP** Postal Inkjet Cartridge
- Postage Meter Strip Tapes
- SEALIT Envelope Sealing Fluid

Postal Security Device (PSD/Meter)

- USPS® IMI Approved (Highest Level)
- FIPS 140-2 Level 3 Cryptography Certified

Manufacturing & Certifications

- Manufactured: Wittenberge, Germany
- ISO-9001, 14001, 45001, 50001, 27001
- CE, GS, CSA, Nemko, UL Listed
- Complies with FCC Part 15, Subpart B, Class B

Energy Consumption & Conservation

- Operating Energy Consumption: 80W
- Standby Energy Consumption: 7W
- Switched Off Energy: 0.5W
- Electrical Requirements: 100-240V/2.0A/50-60Hz
- Energy Star® 2.0 Certified

ENERGY STAR

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pitney bowes

NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee | **Tax ID # (FEIN/TIN)**

BENTON COUNTY PROSECUTING

Sold-To: Address

7122 W OKANOGAN PLBLDG A, KENNEWICK, WA, 99336-2359, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Elaine Osborne	(509) 735-8388	0011393922

Bill-To: Address

7122 W OKANOGAN PLBLDG A, KENNEWICK, WA, 99336-2359, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Elaine Osborne	(509) 735-8388	0010661539	elaine.osborne@co.benton.wa.us

Ship-To: Address

7122 W OKANOGAN PLBLDG A, KENNEWICK, WA, 99336-2359, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Elaine Osborne	(509) 735-8388	0011393922

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	DM400CGREEN	Green DM400C Mailing System
1	1FAE	Basic Accounting -50 Accounts
1	1FY9	DM400 70 LPM
1	1GW5	5lb Integrated Weighing Feature
1	G900	Meter for DM300/DM400/475 Series
1	G9SS	USPS Tracking Services Activation
1	ME1B	Meter Equipment - DM400
1	MP9G	Integrated Weighing Platform
1	SJ40	SoftGuard for DM400
1	STDSLA	Standard SLA-Equipment Service Agreement (for Green DM400C Mailing System)
1	SVBB	Green DM400C Digital Mailing System

If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

©2017 Pitney Bowes Inc. All rights reserved.
See Pitney Bowes Terms for additional terms and conditions

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	$ 139.19	$ 417.57

*Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

(Type Name)

[redacted]
State Entity's Contracts

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Philip Ward	philip.ward@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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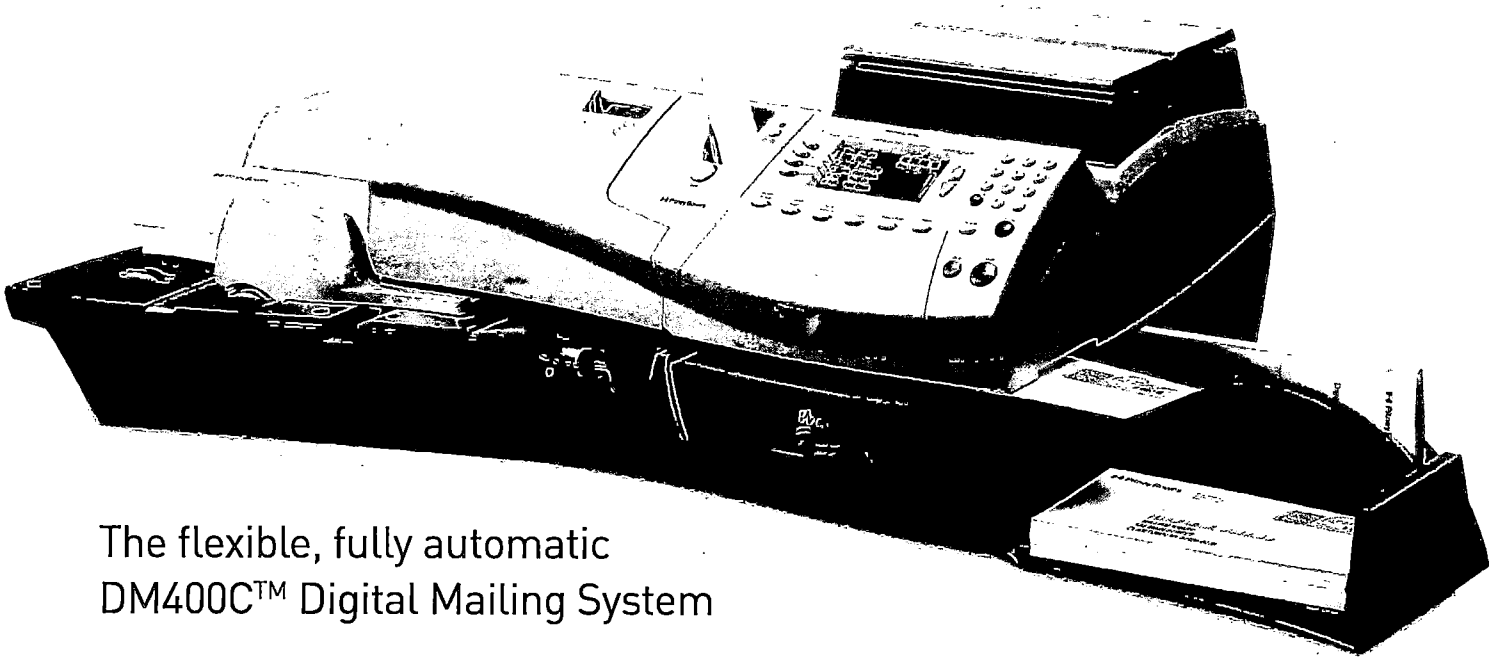
See Pitney Bowes Terms for additional terms and conditions

Performance by design



The flexible, fully automatic
DM400C™ Digital Mailing System

Pitney Bowes

Design your ideal mailroom

Customize a high-performing mail solution around the specific needs of your business.

With the DM400C, you select the speed, weighing platform, accounting reports and promotional capabilities that fit your goals, budgets and objectives. Automatic feeders process mail with no operator assistance required, so you can reach more customers, more efficiently, for less.

Custom-fit automation

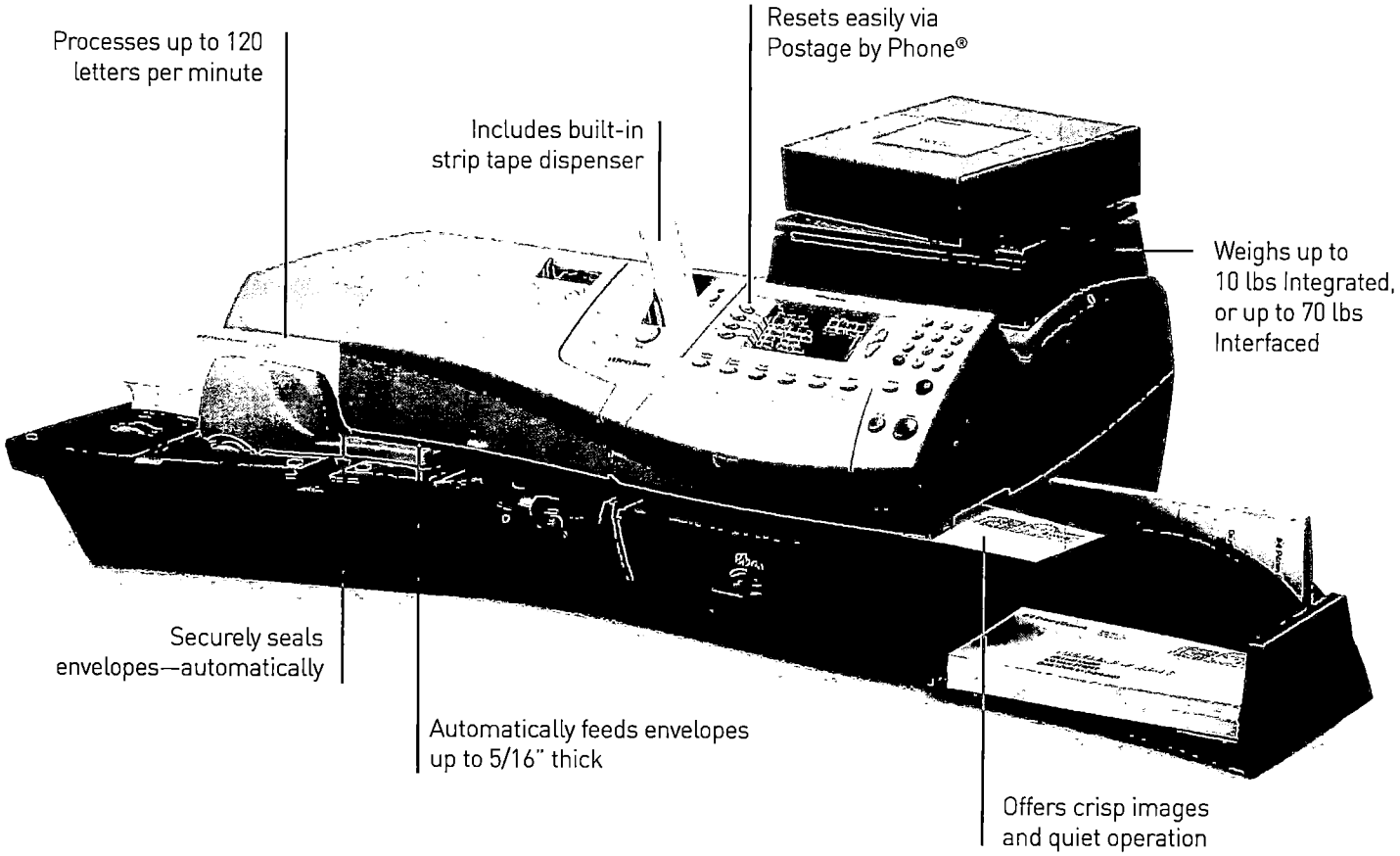
The versatile DM400C digital mailing system is available at 70, 95 or 120 letters per minute, so you can choose the perfect combination of economy and speed. Tailor this system to the unique volume demands of your business, whether you send monthly statements, daily parcels or large quarterly mailings.

Simplified operations

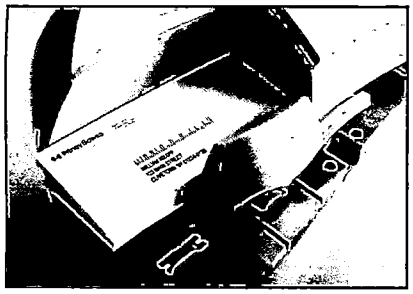
The intuitive design, clearly labeled keys and all-in-one dashboard make the DM400C easy to operate. You can preset your ten most common jobs and process mail at the push of a button.

- QWERTY keyboard provides for easy operation
- Built-in tape strip feeder makes it easy to handle oversized mailpieces and parcels
- 24/7 connection via LAN, PC or analog line for instant download of postal updates, software and graphics

Equipped for your business

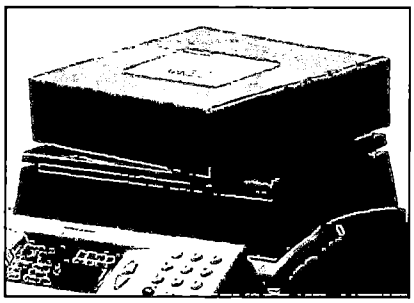


Accelerate mail processing on your terms



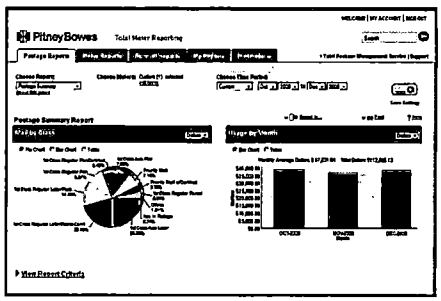
Increase your productivity

Get more done, hour after hour. Automatic feeders accommodate a wide variety of mail sizes and will load your mail with precision, so even inexperienced operators can reach performance speeds. Extended bump rollers feed mail more consistently than gravity-fed systems, so users can walk away and handle other tasks while processing mail more rapidly than hand-fed systems.



Weigh and rate mail accurately—on the fly

Enjoy bigger savings with a smaller footprint. The integrated 2, 5 or 10lb scale automatically calculates the correct postage. Differential weighing intelligence lets you process mixed-weight letters and flats at the same time, boosting productivity. You can even add a compact 30 or 70lb platform to accommodate larger parcels, turning your mailroom into a full-service shipping center.



Drill down to the details

Gain instant visibility, meaningful insight, and eliminate cumbersome manual reports. INVIEW™ Total Meter Reporting provides a consolidated view of postage spend and meter performance across your organization—drilling down to every detail:

- Daily and monthly piece counts
- Postage spend by class
- Tracking by location, department or account

INVIEW makes it easy to view information right from your mailing system; or download customized reports and manage cost-center allocations via our secure Web portal.

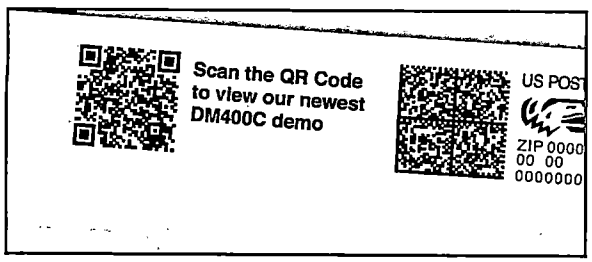
Connect instantly to money-saving services

Enjoy flexible connectivity. With the DM400C, you can link directly to Pitney Bowes and the USPS®, 24/7, via your PC, Local Area Network or any analog connection. Download rates, update software and gain instant access to a broad range of USPS special services, including:

- Delivery Confirmation™
- Signature Confirmation™
- Electronic Return Receipt™

With the DM400, you'll also qualify for Commercial Base Rates, saving you money on Priority Mail® and Express Mail® services. These discounted rates—lower than USPS retail prices—are available exclusively to qualified mailing system customers.

With the right system at the right price, there's no need to sacrifice on speed or performance.



Promote your business in new, exciting ways

Achieve more with every mailing. Engage your customers with targeted text and graphics or start simple by keying in promotional messages. Download a customized envelope ad for even greater impact. Reach smartphone users with QR codes and turn your mail into a new source of traffic for your website or mobile landing page.

DM400C™ Digital Mailing System

System Specifications

Size:	W 33" x D 17.5" x H 12.3" (dimensions exclude stacking tray)
Max. Speed:	Up to 70, 95 or 120 letters per minute
Media Sizes:	Min.: 3" x 4.13"; Max.: 11.6" x 13.39"
Media Thickness:	Min.: .007" Max.: .3125"
Tape:	Auto strip up to 50 tapes
Job Presets:	10
Integrated Weighing Options:	2 lb., 5 lb. or 10 lb.
Interfaced Weighing Options:	30 lb. or 70 lb.
Connectivity Requirements:	Constant Connection – High Speed Internet Connectivity - Supplied installation kit includes LAN adaptor and 14' Ethernet cable PC Meter Connect Optional analog modem connectivity available
Postal Compliance:	Digital IBIP
Weight:	29.0 lbs., approximate
Electrical:	100-240 VAC, 50/60 Hz, .65-3A
Approvals:	UL-approved, FCC-compliant, ENERGY STAR® compliant

Standard Operating Features

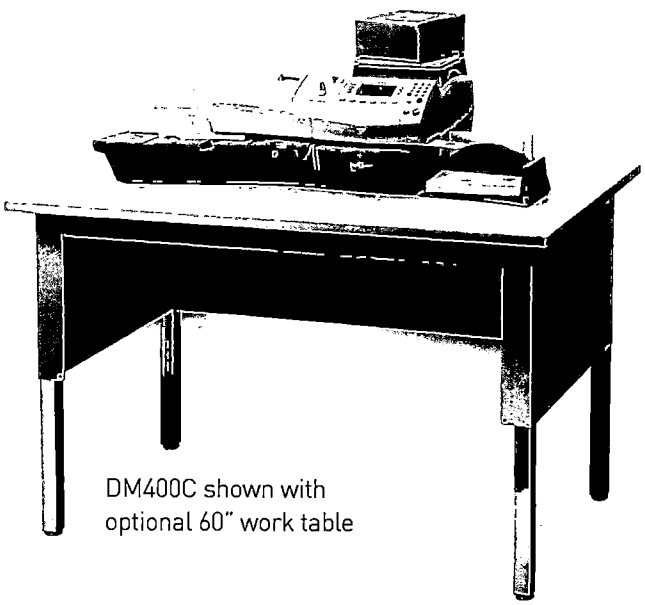
Auto-Dating
Multiple Tapes (1-50)
Low Postage Alert
High Value Protection
Original Value Resetting
Sealant Level Indicator
Seal Only and No Seal Modes
Low Ink Alert
Password Security
Standard Envelope Advertisements
Standard Postal Inscriptions
Dual Language Support – English/Spanish

Options

Enhanced Accounting
PC Interface
Report Printer
Differential Weighing
Barcode Scanner

Total flexibility. Added control. Maximum value.

The flexible, fully automatic DM400C Digital Mailing System adds value to mail every step of the way. Customize performance to your needs, and benefit from the broad range of Pitney Bowes advantages including Commercial Base Pricing, Total Postage Management and 24/7 connectivity to money-saving USPS services and critical business insight. Design your ideal mailroom—today—with Pitney Bowes.



DM400C shown with optional 60" work table

Pitney Bowes

One Elmcroft Road
Stamford, CT 06926
(800) 322-8000
www.pb.com

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Customer

Organization	County of Benton		
DBA	Benton County Justice Center		
Address	7122 W OKANOGAN PL		
City State Zip	KENNEWICK	WA	99336-2359
Phone	(509) 735-8388	**Fax**	

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSPO 16-169901
and / or
State Participating Addendum (PA) #: 05516 (WA)

Vendor

Company Name	MailFinance, Inc.	FEDERAL ID# 94-2984524	
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	**Fax**	(203) 301-2600

Ship To

Organization	County of Benton		
Attention	Elaine Osborne		
Address	7122 W OKANOGAN PL		
City State Zip	KENNEWICK	WA	99336-2359
Phone	(509) 735-8388	**Email**	elaine.osborne@co.benton.wa.us

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	$143.54	$8,612.40

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IN600AFSH	IN Series 600 Base w/ Autofeeder, Sealer & Catch Tray
1	INWP10	IN Series 10 lb Weighing Platform

1) **Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSPO16-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.**

2) **Payments will be sent to:**
MailFinance Inc.
Dept 3682
PO Box 123682
Dallas TX 75312-3682

3) **Send all correspondence to;**
MailFinance Inc.
478 Wheelers Farms Rd
Milford CT 06461

Authorized by _____ Date _____

Print Name _____ Title _____

IN-600 SERIES

Mailing Systems

The Practical and Versatile Choice

Join us on

NEOPOST

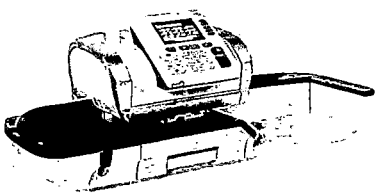
Send.Receive.Connect.

The Practical and Versatile Choice

In today's fast paced business environments, we are always looking for ways to get the job done quickly and simply while maintaining integrity every step of the way. When it comes to your mail processing needs, the Neopost IN-600 Series with NeoShip delivers practical solutions that offer maximum versatility.

Available in two models, the IN-600 HF and IN-600 AF are built to move your mail with the highest level of efficiency. With the IN-600 Series, you have access to a growing suite of services and apps to improve postal, parcel and related digital communications.

The contemporary design of the IN-600 Series depicts clean lines and bold edges while maintaining the Neopost commitment to build and ship products in the most ecological manner.



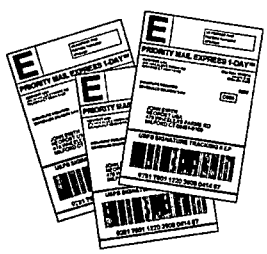
Optimizing Efficiency

The IN-600 HF offers a power-assisted hand feeder/moistener combination and processes up to 75 lpm. All other components of the mailing system are shared with the IN-600 AF system.

Coupled with NeoShip online shipping software, the IN-600 Series is the simple, powerful choice for all of your mailing and shipping needs.

As an option for the IN-600 Series, NeoShip meets the latest USPS® IM®pb (Intelligent Mail® Package Barcode) requirements. Simple to use, NeoShip software is accessible through your MyNeopost online account. With NeoShip you will benefit from:

- Automatically qualifying for Commercial Base Pricing
- Creating IM®pb-compliant shipping labels in minutes
- Free address correction services
- Free insurance Priority Mail® (up to $50 value) and Priority Mail Express™ (up to $100 value)
- Consolidated views of all shipments
- Generating detailed reports based on shipment history/operator shipments/transactions



Environmental Commitment

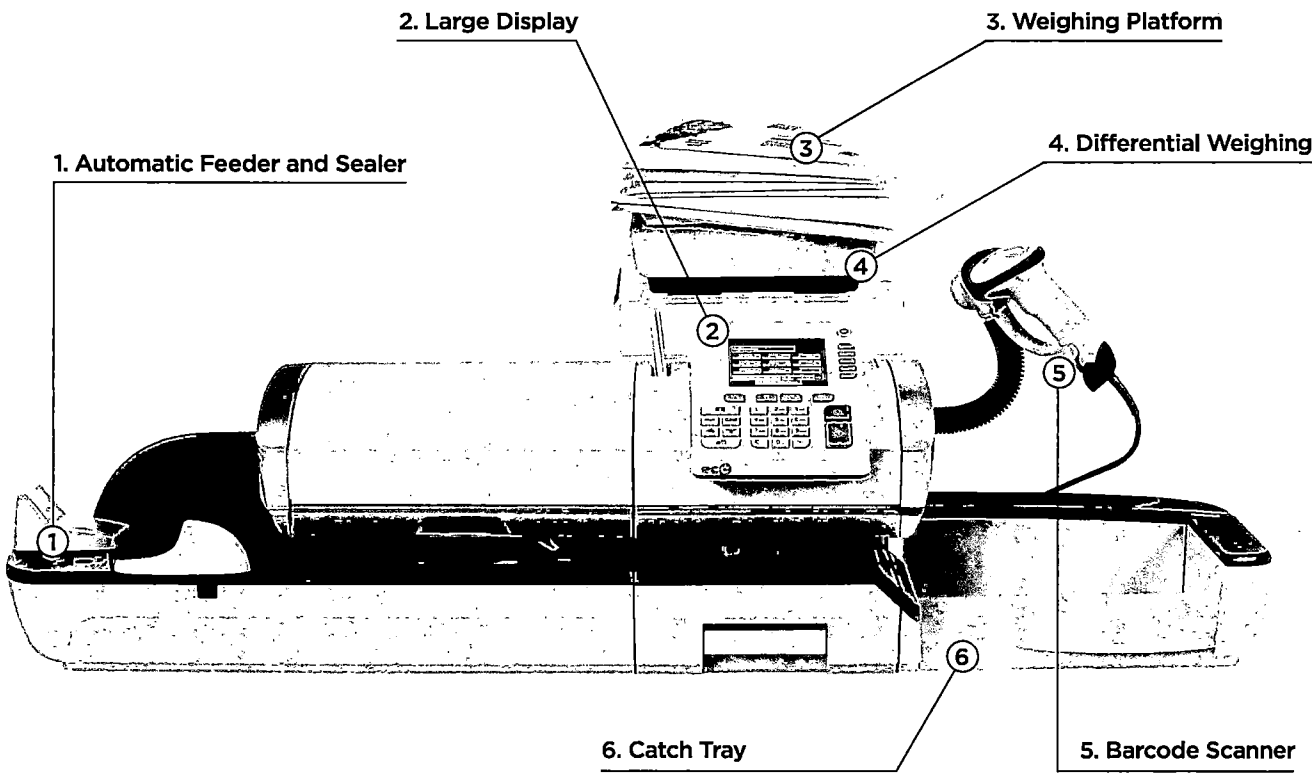
The IN-600 Series carries Neopost's Eco-Label which aims to provide a clear and consistent set of environmental performance criteria used in the design phase of our products.

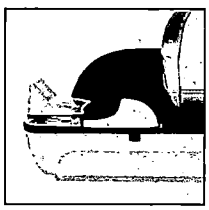
How We Reduce Our Environmental Footprint:

- Neopost limits the machine weight and the amount of raw materials used for production.
- The volume of our packaging is kept to a minimum and is 100% cardboard and recyclable.
- Packaging for the IN-600 Series represents less than 20% of the total weight of the packed product.
- The user-friendly sleep mode helps reduce energy consumption.
- We develop our products to ensure a minimum recyclability rate of 75%.

The IN-600 Series is compliant with environmental Regulations and ENERGY STAR

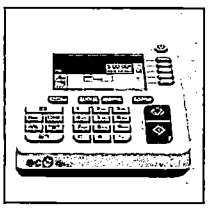
Innovation Driven by Experience





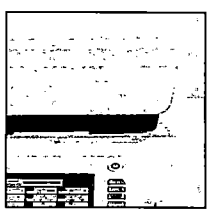
1. Automatic Feeder and Sealer

Processes items at speeds up to 110 lpm.



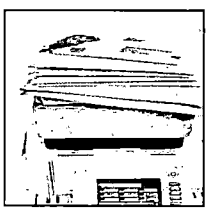
2. Large Display

Navigation is a breeze with descriptive prompts, menus and buttons. The Rate Wizard provides step-by-step instructions, making USPS® rate selection simple.



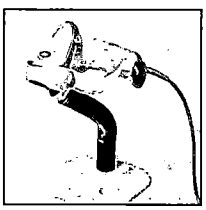
3. Weighing Platform

5, 10, 30 or 70 lb. platforms handle even the heaviest parcels of oversized packages with ease.



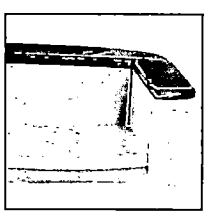
4. Differential Weighing

Reduces manual processing and handling. With differential weighing, the exact postage value is calculated every time an item is removed from the scale.



5. Barcode Scanner

Save time and eliminate errors using a barcode scanner for department/account entry and processing USPS Extra Services.



6. Catch Tray

From postcards to 10" x 13" envelopes, this expandable tray holds a variety of items.

Specifications	
Processing speed IN-600 HF	Up to 75 lpm
Processing speed IN-600 AF	Up to 110 lpm
Feeding capability IN-600 HF	Semi-automatic hand feed
Feeding capability IN-600 AF	Automatic feed
Envelope minimum	3.5" x 5"
Envelope maximum	10" x 13"
Envelope thickness	Up to 1/2"
Envelope orientation	Landscape or portrait
Job imprint memories	9
Ad slogans	10
Personalized text messages	10 custom
Incoming date stamp	Standard
Default rate settings	Standard
Postage meter tapes	Yes, integrated automatic label dispenser
4-digit PIN code	50
Accounts/departments	35 standard
Rate wizard	Standard
Rate shortcut keys	6
Automatic postal rates download	Standard
Low-ink email alerts	Standard
Online postage usage reporting	Standard
Options	
Differential weighing	Available
External weighing platform	Available 5, 10, 30 or 70 lb.
Accounts/departments upgrade	100, 300 or 500
Barcode scanner	Available
External USB report printer	Available
Connectivity	LAN standard Modem available
USB-memory key	Available
NeoShip	Available
ARM (Account Report Manager)	Available
E-Services with ERR App	Available
System Dimensions	**Length x Depth x Height**
IN-600 HF	16" x 15" x 12"
IN-600 HF with envelope tray	33" x 15" x 12"
IN-600 AF	32" x 15" x 12"
IN-600 AF with envelope tray	47" x 15" x 12"

We've Got You Covered

Neopost maintains a network of offices across the country to provide local customer support and trained technicians who are ready to assist you. You can be confident that when you need knowledgeable support or expert service, the point-of-contact will be a Neopost office in your area consisting of a team of local professionals.

Why Choose Neopost?

Neopost is a global leader in mailing solutions, shipping services and digital communications. We believe that people are the key to business success. That's why our products and services are tailored to help your organization improve the quality of its interactions and bring people closer together.

In this age of multichannel communications, we guide and empower you to interact in new and innovative ways. We advise you on how to create cost-cutting synergies. We deliver global coverage with a strong local presence, offering you continual support by phone, onsite or online.

Today, Neopost is present in 31 countries and has a network of partners in more than 90 countries. We promote responsible business and sustainable development through our products and outreach programs. Our 6,200 employees worldwide are committed to making your interactions more responsive and more powerful – offering you a competitive edge that will open up a wealth of business opportunities.

Find out more at **neopostusa.com**

NEOPOST

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1.800.NEOPOST (636.7678)

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY TAX LEVY FOR 2020

WHEREAS, on this 28th[h] day of January, 2020, the Board of Benton County Commissioners, pursuant to the laws of the State of Washington, providing for all assessment of taxes in the State of Washington, does hereby levy a tax on all taxable property in Benton County, and the taxable property within the various districts, as shown by the assessment rolls of said county, said tax being for the purpose of defraying the county, road, municipal drainage, hospital districts, fire protection districts, and other expenses; and

WHEREAS, the directors, supervisors, and commissioners of various school districts, drainage districts, and other districts and municipalities have certified to the county commissioners the amounts needed to meet the expenses for 2019-2020; and

WHEREAS, it is necessary in some districts that a tax be levied to pay interest on bonds and create a sinking fund for the purpose of paying indebtedness; **NOW THEREFORE**,

BE IT RESOLVED, all members concurring, and for the purpose of raising revenue for the county, road, and other purposes, thereby and hereby is levied on all taxable property in the County of Benton, State of Washington, as shown by the assessment roles for the year of 2020, taxes sufficient to raise the following amounts:

See attached Exhibit A

BENTON COUNTY ASSESSED VALUATION FOR 2020.....$22,360,652,009

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: Taxing Districts; Treasurer; Assessor; Public Works; file

L. Ivey

Office of the Assessor

BENTON COUNTY OF WASHINGTON EST. 1905

Bill Spencer, *Assessor*
Adam Morasch, *Chief Deputy Assessor*

January 15, 2020

Kenneth Spencer
Benton County Treasurer
620 Market St
PO Box 630
Prosser, WA 99350

RE: 2020 Tax Year Property Tax Certification

Dear Kenneth,

This is to confirm that 2020 tax year property taxes were certified to you via PACS certification process on January 15, 2020.

The total Real and Personal Taxes (excluding omitted property tax and late penalty tax for personal property) is:

$255,006,924

The attached worksheet shows a breakdown of the various taxing districts within Benton County. Tax dollars are rounded to the nearest dollar for this report.

Sincerely,

Bill Spencer
Benton County Assessor

Cc: Benton County Board of County Commissioners
Benton County Auditor

BENTON COUNTY, WASHINGTON
January 15, 2020

TAXING DISTRICT	*LEVY VALUATION*	*$/1000*	*AMOUNT TO BE COLLECTED IN 2020*
STATE SCHOOL PART 1	22,237,507,549	1.9931574122	$44,322,853
STATE SCHOOL PART 2	22,118,072,152	1.0747965210	$23,772,427
COUNTY-CURRENT EXPENSE	22,360,652,009	1.0467412064	$23,405,816
COUNTY-MENTAL HEALTH	22,360,652,009	0.0250000000	$559,016
COUNTY-VETERAN'S ADMINISTRATION	22,360,652,009	0.0113000001	$252,675
CONSOLIDATED ROAD DISTRICT	5,007,221,880	1.2326886621	$6,172,346
DIVERTED ROAD	5,007,221,880	0.1294426621	$648,148
CONSOLIDATED ROAD DISTRICT-ADMIN REFUND	5,007,221,880	0.0010025999	$5,020
BENTON CITY-CURRENT EXPENSE	193,495,851	1.0423425048	$201,689
KENNEWICK - CURRENT EXPENSE	7,319,087,803	1.8495158160	$13,536,769
KENNEWICK-FIREMEN'S PENSION	7,319,087,803	0.0091541462	$67,000
PROSSER - CURRENT EXPENSE	575,518,076	2.2974619110	$1,322,231
RICHLAND - CURRENT EXPENSE	7,712,338,099	2.3012741457	$17,748,204
RICHLAND - LIBRARY	7,682,242,539	0.1892643968	$1,453,975
WEST RICHLAND - CURRENT EXPENSE	1,552,990,300	1.5673091390	$2,434,016
WEST RICHLAND - ADMIN REFUND	1,552,990,300	0.0015133256	$2,350
WEST RICHLAND - POLICE BOND	1,545,170,986	0.3015847464	$466,000
FIRE DISTRICT #1-CURRENT EXPENSE	2,279,606,467	1.4688453286	$3,348,389
FIRE DISTRICT #1-GO BOND	2,316,121,288	0.0311546724	$72,158
FIRE DISTRICT #1- VOTED GO BOND	2,267,080,769	0.0717420403	$162,645
FIRE DISTRICT #2-CURRENT EXPENSE	661,292,400	1.5000000000	$991,939
FIRE DISTRICT #2-BOND	654,711,601	0.1886879655	$123,536
FIRE DISTRICT #2 EMS	661,292,400	0.5000000000	$330,646
FIRE DISTRICT #4-CURRENT EXPENSE	2,071,260,852	1.3514909613	$2,799,290
FIRE DISTRICT #4-BOND	2,061,278,436	0.2183111181	$450,000
FIRE DISTRICT #4-EMS	2,071,260,852	0.3882409254	$804,148
FIRE DISTRICT #5-CURRENT EXPENSE	108,043,460	0.7051635518	$76,188
FIRE DISTRICT #6-CURRENT EXPENSE	655,070,003	1.3837864592	$906,477
FIRE DISTRICT #6 - ADMIN REFUND	655,070,003	0.0015740455	$1,031
WEST BENTON REGIONAL FIRE AUTHORITY	1,375,045,494	1.2999999984	$1,787,559
WEST BENTON REGIONAL FIRE AUTHORITY-ADMIN REF.	1,375,045,494	0.0025380906	$3,490
SCHOOL DISTRICT #116-DEBT SERVICE	1,491,785,744	2.6477334372	$3,949,851
SCHOOL DISTRICT #116-ENRICHMENT	1,491,785,744	1.7279472155	$2,577,727
SCHOOL DISTRICT #116-ADMIN REFUND	1,491,785,744	0.0208598169	$31,118
SCHOOL DISTRICT #17-DEBT SERVICE	9,385,430,286	1.6728055637	$15,700,000
SCHOOL DISTRICT #17-ENRICHMENT	9,385,430,286	1.5822396574	$14,850,000
SCHOOL DISTRICT #17-CAPITAL PROJECTS	9,385,430,286	0.4261925003	$4,000,000
SCHOOL DISTRICT #200-DEBT SERVICE	70,552,179	2.7501479862	$194,029
SCHOOL DISTRICT #200-ENRICHMENT	70,552,179	1.7919805346	$126,428
SCHOOL DISTRICT #400-DEBT SERVICE	9,345,900,211	2.1335558426	$19,940,000
SCHOOL DISTRICT #400-ENRICHMENT	9,345,900,211	2.5000000000	$23,364,751
SCHOOL DISTRICT #400-CAPITAL PROJECTS	9,345,900,211	0.4279951540	$4,000,000
SCHOOL DISTRICT #50-ENRICHMENT	501,170,240	0.6595503356	$330,547
SCHOOL DISTRICT #50-ADMIN REFUND	501,170,240	0.0007900709	$396
SCHOOL DISTRICT #52-DEBT SERVICE	872,236,807	1.3069845148	$1,140,000
SCHOOL DISTRICT #52-ENRICHMENT	872,236,807	1.7197164669	$1,500,000
SCHOOL DISTRICT #52-ADMIN REFUND	872,236,807	0.0102127426	$8,908
SCHOOL DISTRICT #53-DEBT SERVICE	574,141,145	1.2627556940	$725,000
SCHOOL DISTRICT #53-ENRICHMENT	574,141,145	1.7417319917	$1,000,000
SCHOOL DISTRICT #53-ADMIN REFUND	574,141,145	0.0106014001	$6,087
PROSSER HOSPITAL-CURRENT EXPENSE	2,645,992,534	0.3150382321	$833,589
KENNEWICK HOSPITAL-CURRENT EXPENSE	12,834,841,299	0.1129872880	$1,450,174
PORT OF BENTON-CURRENT EXPENSE	7,015,941,456	0.3133258756	$2,198,276
PORT OF BENTON-BOND 1997	7,015,941,456	0.0488772608	$342,920
PORT OF KENNEWICK-CURRENT EXPENSE	15,344,710,553	0.2825358787	$4,335,431
MID-COLUMBIA LIBRARY SYSTEM	12,519,805,534	0.3283417861	$4,110,775
BENTON CITY LIBRARY CAPITAL FACITLTY AREA	753,038,020	0.0832327961	$62,677
BENTON CITY LIBRARY CAPITAL FACILITY AREA-ADM REF	753,038,020	0.0002742225	$206
			$255,006,924

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE CAPITAL PROJECTS FUND NUMBER 0305101, DEPARTMENT NUMBER 000.

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, File, L. Ivey, J.Bowe

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Capital Projects | Fund Nbr: 0305101

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
594.200	4103	Professional Services	$249,000	594.240	6201	Buildings	$145,000
				594.580	6201	Buildings	$80,000
				518.301	3101	Supplies	$20,000
				524.200	3508	Computer Replacement	$2,000
				558.600	3508	Computer Replacement	$2,000
TOTAL			$249,000	TOTAL			$249,000

Explanation:

Transfer funds within the Capital Projects Budget for: 1) Building and Planning Department's portion of construction costs on the Benton County Public Services Building - C.E. 2037 - Wiser Parkway 2) Reallocate funds based on spending needs.

Prepared by: Jennifer Bowe | Date: 28-Jan-2020

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Jan. 28, 2020	**Execute Contract**	**X**	**Consent Agenda**	X
Subject: Contract Amendment w/ Tri-Cities Chaplaincy	**Pass Resolution**	**X**	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
Prepared by: Lisa Small	**Pass Motion**		**2nd Discussion**	
Reviewed by: Ryan Lukson	**Other**		**Other**	

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2018-684 the Board of Benton County Commissioners approved the Personal Service Contract between Benton County and Tri-Cities Chaplaincy for chaplaincy and redirectional services to the inmate population of the Benton County Jail for a contract amount not to exceed $77,000, including any applicable WSST.

The attached First Contract Amendment is necessary as both parties agree to modify certain terms of the Contract to allow for additional staff to be utilized from Tri-Cities Chaplaincy.

The parties agree that all provisions of their original Contract shall remain in effect except Section 5 – Compensation shall be paid the hourly rate set in Exhibit B attached hereto up to a maximum of 89 hours per month per each chaplain for an overall contract amount not to exceed $135,000 including WSST.

Exhibit A – Statement of Work has hereby been deleted and replaced with Exhibit A attached hereto.

RECOMMENDATION

Approve the attached Resolution and First Amendment to the Personal Service Contract between Benton County and Tri-Cities Chaplaincy for a Contract amount not to exceed $135,000, with a term commencing upon signature of both parties and terminating December 31, 2020.

FISCAL IMPACT

Said expenditure shall be paid out of the 2019-2020 Inmate Benevolence budget.

MOTION

Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A FIRST AMENDMENT TO THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND TRI-CITIES CHAPLAINCY FOR CHAPLAINCY AND REDIRECTIONAL SERVICES FOR INMATE POPULATION OF THE BENTON COUNTY JAIL

WHEREAS, per Resolution 2018-684 the Board of Benton County Commissioners approved the Personal Service Contract between Benton County and Tri-Cities Chaplaincy for chaplaincy and redirectional services to the inmate population of the Benton County Jail for a contract amount not to exceed $77,000, including any applicable WSST; and

WHEREAS, the attached First Contract Amendment is necessary as both parties have agreed to modify certain terms of the Contract to allow for additional staff to be utilized from Tri-Cities Chaplaincy; and

WHEREAS, the services performed under said Contract shall be paid the hourly rate set forth in Exhibit B up to a maximum of 89 hours per each month per each chaplain, and no less than 80 hours per month per each chaplain for a Contract amount not to exceed $135,000, including WSST; and

WHEREAS, Exhibit A – Statement of Work shall be deleted and replaced with the Exhibit A attached hereto and incorporated in the attached First Contract Amendment; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the attached First Amendment to the Personal Service Contract between Benton County and Tri-Cities Chaplaincy for chaplaincy and redirectional services to the inmate population of the Benton County Jail for a total Contract amount not to exceed $135,000, including any applicable WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the attached First Amendment to the Personal Service Contract between Benton County and Tri-Cities Chaplaincy; and

BE IT FURTHER RESOLVED the attached First Amendment is effective upon signature of both parties. The parties agree that all other provisions of their original Contract shall remain in effect except those Sections as further outlined in the attached First Amendment.

Dated this _____ day of _____, 2020

_____
Chairman of the Board

_____
Member

Attest: _____
Clerk of the Board

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Orig: Sheriff's Office
cc: Auditor, S. Godinez, TC Chaplaincy

Prepared by L. Small

First Amendment to

Personal Service Contract

between

Tri-Cities Chaplaincy

and

Benton County, Washington

THIS FIRST CONTRACT AMENDMENT, made and entered into this _____ day of _____, 2019 by and between **BENTON COUNTY,** a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY") and **TRI-CITIES CHAPLAINCY**, a non-profit corporation organized under the laws of the State of Washington with its principal offices at 1480 Fowler St., Richland, WA 99352 (hereinafter, CONTRACTOR).

Recitals

Whereas, COUNTY and CONTRACTOR entered into a Contract dated September 25, 2018 for the CONTRACTOR to perform chaplaincy and redirectional services for inmate population of the Benton County Jail.

Whereas, both parties have agreed to modify certain terms of the Contract to allow for additional staff to be utilized from Tri-Cities Chaplaincy.

Now, therefore, in consideration of the provisions and Contract set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the following section, which is amended as follows:

a) **5. COMPENSATION** – 5.a and 5.b shall be deleted and replaced with the following:

a. For the services performed under this Contract, the CONTRACTOR shall be paid the hourly rate set forth in Exhibit B, "Compensation", which is attached hereto and incorporated herein by reference up to a maximum of 89 hours per month per each chaplain, and not less than 80 hours per month per each chaplain.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed one hundred thirty-five thousand dollars and zero cents ($135,000), including W.S.S.T.

b) **EXHIBIT A – STATEMENT OF WORK** – shall be deleted and replaced with the attached Exhibit A.

c) **EXHIBIT B – COMPENSATION** – shall be deleted and replaced with attached Exhibit B.

IN WITNESS WHEREOF, the parties have caused this First Contract Amendment to be signed by their duly constituted legal representative, and it is effective upon signature of both parties.

Dated: _____

BENTON COUNTY

_____
Jim Beaver, Chairman
Benton County Commissioner

Approved as to Form:

_____
Ryan J. Lukson, Civil DPA

Dated: 1/10/20

TRI-CITIES CHAPLAINCY

_____
Gary Castillo

Executive Director
Title:

EXHIBIT A – STATEMENT OF WORK

TITLE: Volunteer Supervisor

DEPARTMENT: Benton County Corrections Department

REPORTS TO: Operations Lieutenant

SUMMARY:

The Volunteer Supervisor is employed by the Benton County Corrections Department as a part-time employee. The Volunteer Supervisor is responsible for overseeing the volunteers and chaplains at the Benton County Jail. The Volunteer Supervisor is responsible for daily operations of the volunteer programs at the Benton County Jail such as pastoral counseling, re-direction pod, and the volunteers themselves. The Volunteer Supervisor also works with Corrections Classification staff to screen qualified applicants from inmates who apply for the redirection pod.

Oversees the recruitment and recruits' volunteers to teach approved subjects and classes for both the redirection pod and the jail.

EXAMPLES OF JOB DUTIES:

1. Fully support and work in the spirit of the mission and vision of the Benton County Corrections Department;
2. Provides support, orientation training and oversight for jail volunteers to include scheduling services provided;
3. Facilitates background checks and access badges for volunteers, keeping the list of approved volunteers current;
4. Maintains records associated with the redirection pod to include tracking recidivism and success measures as well as all volunteer activities;
5. Maintains records associated with volunteer services;
6. Meets with volunteers to assess their needs;
7. Involve outside agencies, family members and other care providers in planning for inmate release from custody relative to their accomplishment within the redirection program.
8. Assist inmates with the completion of necessary paperwork associated with release planning from the redirection program.
9. Meet as directed with the jail command staff and provide information to them as they may request to discuss issues, concerns and strategies involving the redirection program.
10. Provide status and progress reports as requested;
11. Promote jail safety and security by strict implementation and adherence to jail policies and regulations and compliance with the directions of jail staff; and
12. Not discriminate among inmates or limit the delivery of services to inmates based on race, gender, age, sexual preference, handicap or religious creed.

WORKING CONDITIONS:

Work is performed in both an office and custodial environment. Physical and health hazards may be present from agitated or violent inmates and hazardous materials in the corrections facility.

EDUCATION, KNOWLEDGE, SKILLS, AND ABILITIES:

1. A bachelor's level education in any human services field or its equivalency in terms of college credits, training or experience;
2. Demonstrated experience working with public administration, community agencies, boards and organizational systems;
3. Demonstrated ability to work with senior managers; and
4. Two years of clinical experience in interfaith pastoral care.

Preferred qualifications:

1. Two completed units of Clinical Pastoral Education (or equivalency in clinical training);
2. Bi-lingual Spanish-English;
3. Volunteer management certification;
4. Critical Incident Stress Management Training Certification.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Washington State Driver's License

NOTE: Prior to employment, applicant must pass a thorough criminal history check, polygraph and psychological test will be completed.

EXHIBIT A – STATEMENT OF WORK

TITLE: Corrections Pastoral Counselor

DEPARTMENT: Benton County Corrections Department

REPORTS TO: Operations Lieutenant

SUMMARY:

Pastoral Counselors (Chaplains) are contracted employees through a partnership with the Tri-Cities Chaplaincy. They provide a variety of services to include but not limited to, overseeing and directing the program unit that provides pastoral counseling, emotional support and spiritual support for male and female inmates housed at the Benton County Jail.

Coordinates crisis intervention/stabilization services when determined necessary by the needs of an inmate and in collaboration with the medical and mental health services units. This may also require coordination with outside agencies such Crisis Response, Domestic Violence Services, Sexual Assault Response, and etc.

EXAMPLES OF JOB DUTIES:

1. Fully support and work in the spirit of the mission and vision of the Benton County Corrections Department;
2. Provide pastoral care and support to inmates who request those services regardless of the specified faith preference or lack of faith preference;
3. Provide pastoral care to individuals, groups and organizational systems in spiritual and emotional emergencies;
4. Respect all religious traditions and strictly avoid discrimination among traditions;
5. Coordinate crisis intervention/crisis stabilization services when determined necessary by the needs of the inmate;
6. Meets with inmate to assess their circumstances and needs;
7. Provide individual visits to inmates, facilitated support groups and re-entry support to the extent of informing inmates about services available to them upon release from incarceration;
8. Involve outside agencies, family members and other care providers in planning for care after release from jail for those inmates that have requested follow up or services after release;
9. Train and schedule religious volunteers providing religious services and support to inmates;
10. Work as a collaborative team member with chaplain colleagues, redirection pod, Volunteer Supervisor, County staff, County contracted staff, community boards and community members to deliver spiritual care and re-entry support to inmates;
11. Meet as directed with the jail command staff and provide information to them as they may request to discuss issues, concerns and strategies;
12. Provide status and progress reports to the Jail Command Staff as needed;
13. Promote jail safety and security by strict implementation and adherence to jail policies and regulations and compliance with the directions of jail staff;
14. Not discriminate among inmates or limit the delivery of services to inmates based on race, gender, age, sexual preference, handicap or religious creed;
15. Establish an on-call service where someone is available 24/7 for bereavement services, death notices and crisis intervention (for inmates and employees);
16. Provide bibles and other religious and educational literature;

17. Respond to written requests from inmates for counsel, prayer and religious study;
18. Respect for confidentiality and be willing to sign confidentiality agreement; and
19. Document referrals to services through progress notes.

WORKING CONDITIONS:

Work is performed in both an office and custodial environment. Physical and health hazards may be present from agitated or violent inmates and hazardous materials in the corrections facility.

EDUCATION, KNOWLEDGE, SKILLS, AND ABILITIES:

1. A bachelor's level education in any human services field or its equivalency in terms of college credits, training or experience;
2. Demonstrated experience working with public administration, community agencies, boards and organizational systems;
3. Demonstrated ability to work with senior managers;
4. Two years of clinical experience in interfaith pastoral care; and
5. Certificate that shows adequate professional liability insurance.

Preferred qualifications:

1. Two completed units of Clinical Pastoral Education (or equivalency in clinical training);
2. Bi-lingual Spanish-English;
3. Volunteer management certification; and
4. Critical Incident Stress Management Training Certification.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Washington State Driver's License

NOTE: Prior to employment, must pass a thorough criminal history check, polygraph and a psychological test will be completed.

Exhibit B

BFCJ Chaplain Core Services Calculation

Wages / Benefits / Overhead

Chaplain wages (Average):

$ 23.00

Burden (taxes, health insurance etc):

25%

$ 5.75

$ 28.75

Allocated Cost: $ 2.01

(Vacation, Holiday and Sick - 15 days) 5%

(Administrative cost) 2%

Cost/Hour $ 30.76 hour/per each Chaplain

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 120.

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, Human Resources

Jennifer Bowe

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Corrections Dept Nbr: 120

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
523.620	9167	Sheriff-Custody Assessment	$13,800	523.620	4103	Professional Services	$13,800
TOTAL			$13,800	TOTAL			$13,800

Explanation:

Transfer of funds within the Corrections Department, Department No. 120 for as needed vehicle graphics.

Prepared by: Jennifer Bowe Date: 09-Jan-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND MOON SECURITY SERVICE, INC. OF PASCO, WA FOR FIRE AND SECURITY ALARM MONITORING SERVICES

WHEREAS, the Facilities Department maintains fire and security alarm systems in multiple Benton County locations; and

WHEREAS, these systems must be monitored by an alarm monitoring service; and

WHEREAS, Moon Security provides all of the necessary functions of a needed alarm monitoring service; and

WHEREAS, Moon Security provided a quote for monitoring services for $617.40 per month; and

WHEREAS, the Public Works Manager recommends authorizing a Personal Services contract between Benton County and Moon Security Service, Inc. of Pasco, WA to provide alarm monitoring services to multiple Benton County locations; and

WHEREAS, a contract has been prepared, the departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form and Moon Security Services, Inc. has signed said contract; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby approves and is authorized to sign the Personal Services contract with Moon Security Service, Inc. of Pasco, WA in an amount not to exceed $25,000.00 including Washington State Sales Tax; and

BE IT FURTHER RESOLVED the contract is effective January 1, 2020 and shall expire on December 31, 2022.

Dated this 28th 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, Sonia (PA)

S. Christen

BENTON COUNTY
PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MOON SECURITY SERVICE, INC.** a corporation organized under the laws of the State of Washington with its principal offices at 515 West Clark Street, Pasco, WA 99302 (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. Terms and Conditions (this document); and
b. Exhibit A – Moon Security Services, Inc. Quote dated 11/26/2019

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2020 and shall expire on December 31, 2022. 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 fire and/or security monitoring services for the following Benton County facilities: (1) Benton County Justice Center; (2) Benton County Health Department; (3) Benton County Coroner; (4) Benton County Fairgrounds; (5) Benton County Animal Control; (6) Benton County Courthouse; (7) Benton County Public Services Building; (8) Kennewick Road Maintenance Facility; and (9) Prosser Road Maintenance Facility. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, Moon Security Services, Inc. Quote dated 11/26/2019, 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 agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as 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:	Tom Pitcher, General Manager
Address:	P. O. Box B
	Pasco, WA 99301
Phone:	509-545-1881
Email:	tpitcher@moonsecurity.com

b. For COUNTY:

Name:	Robert Blain, Public Works Manager
Address:	7122 W. Okanogan Place, Bldg. A
	Kennewick, WA 99336
Phone:	509-736-2704
Email:	robert.blain@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the COUNTY shall pay the CONTRACTOR at the rates set forth in Exhibit A, Moon Security Services, Inc. Quote dated 12/02/2019, which is attached hereto and incorporated herein by.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Twenty Five Thousand Dollars and Zero Cents ($25,000.00), 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 Exhibit A, 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.

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. **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 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

c. **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.

d. **Cyber Liability**: The CONTRACTOR shall maintain cyber liability insurance for not less than one million dollars ($1,000,000) per occurrence and an annual aggregate of two million dollars ($2,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion, and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to COUNTY and for claims involving any professional services for which the CONTRACTOR is engaged with COUNTY for such length of time as necessary to cover any and all claims.

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. 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.

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 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, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for 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); 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.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2020.

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

_____
Eric Andrews
Civil Deputy Prosecuting Attorney

Dated: 1/13/20

FOR: MOON SECURITY SERVICES, INC.

_____
Signature

General Manager
Title:

Thomas L Fiche
Print Name

Moon Security Services, Inc.
P.O. Drawer B, Pasco, WA 99302
office 509.545.1881 · toll-free 800.722.1070 · fax 509.545.4585
arigsby@moonsecurity.com

Quote

Bid: **Benton County Facilities - MASTER ACCOUNT**
To: Robert Blain
7122 W. Okanogan Place #A
Kennewick, Washington 99336

Date: 11/26/2019
Phone: 509-736-2704
System Type: Security, Fire
Salesperson: Amber Rigsby - 41 (41-100220)

Benton County Facilities - Monitoring

#	QTY	MFR	MODEL	DESCRIPTION
1	1	114690	BENTON COUNTY JUSTICE CENTER	BASIC FIRE $44 + REPORT TEXT $5.00
2	1	319963	BENTON COUNTY HEALTH DEPARTMENT	BASIC FIRE $44 + REPORT TEXT $5.00
3	1	112401	BENTON COUNTY CORONER (FIRE)	BASIC FIRE $44 + REPORT TEXT $5.00
4	1	310868	BENTON COUNTY CORONER (SECURITY)	BASIC SECURITY $39 + BASIC PLUS $8.50 + REPORT TEXTS $5
5	1	814292	BENTON COUNTY FAIRGROUNDS	BASIC FIRE $44 + CELLULAR COMMUNICATOR $25.95 + REPORT TEXTS $5.00
6	1	310857	BENTON COUNTY ANIMAL CONTROL (FIRE)	BASIC FIRE $44 + REPORT TEXTS $5.00
7	1	510857	BENTON COUNTY ANIMAL CONTROL (SECURITY)	BASIC SECURITY $39.00 + PARTITION $20.00 + REPORT TEXTS $5.00
8	1	112408	BENTON COUNTY COURTHOUSE	BASIC FIRE $44 + REPORT TEXT $5.00

NEW ACCT Benton Co. Public Service - 102206 E. Wiser Parkway Kennewick, WA 99336

#	QTY	MFR	MODEL	DESCRIPTION
1	1	NEW ACCT	BENTON CO. PUBLIC SERVICE	$44 BASIC FIRE + $25.95 CELLULAR COMMUNICATOR +$5.00 REPORT TEXT

NEW ACCT Benton County Kennewick Road Shop - 102808 Wiser Parkway Kennewick, WA 99336

Take over monitoring from Guardian Protection Services. Using existing phone lines. Addition of a radio/cell unit NOT included.
FACP SK 5808.

#	QTY	MFR	MODEL	DESCRIPTION
1	1	NEW ACCT	BENTON COUNTY KENNEWICK ROAD SHOP	$44 BASIC FIRE + $5.00 REPORT TEXT

NEW ACCT Benton County Prosser Road Shop - 14303 N. Hinzerling Rd Prosser, WA 99350

Take over monitoring from Guardian Protection Services. Using existing phone lines. Addition of a radio/cell unit NOT included.
FACP: SK 5208.
SEC Panel: Unknown

#	QTY	MFR	MODEL	DESCRIPTION
1	1	NEW ACCT	BENTON COUNTY PROSSER ROAD SHOP	$44 BASIC FIRE + $5.00 REPORT TEXT
2	1	NEW ACCT	BENTON COUNTY PROSSER ROAD SHOP	$39 BASIC SECURITY + $5.00 REPORT TEXT

Recurring

REPORT TEXTS	$60.00
BASIC COMMERCIAL MONITORING *Basic Commercial Monitoring*	$117.00
BASIC FIRE MONITORING *Basic Fire Monitoring*	$396.00
BASIC PLUS	$8.50
PARTITION	$20.00

Content generated on: Wednesday, January 8, 2020 8:51:35 AM

FIRE CELL MONITORING *FOR FIRE ALARM CONTROL PANELS*	$51.90
RECURRING DISCOUNT *$3 discount per account*	*$0.00
*RECURRING DISCOUNT	($36.00)
Total	**$617.40/mo**

Hook Up To Monitoring Agreement

Under this agreement, Moon Security Services, Inc. will perform only the programming and testing necessary to switch customer to its Central Dispatch Center.

Panel Type: Fire / Security Combo
Manufacturer: Multiples
Model: Multiples

Resign monitoring for years 2020, 2021, and 2022.
Adding new property - Benton Co. Public Service to start monitoring services ASAP.

Thank you,
Amber Rigsby

SYSTEM SUBTOTAL		$0.00
TAX	8.60%	$0.00
GRAND TOTAL		**$0.00**

This bid is confidential and is exclusive for the viewing between MSSI (Moon Security Services, Inc.) and the customer named herein. MSSI reserves the right to rescind this bid if viewed by any companies that can be construed as direct competitors to MSSI. This bid, and pricing quoted herein, expires 30 days after the date listed above.

If this is a prevailing wage job, additional fees may apply.

Additional 3% charge on credit card transactions.

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 1/28/2020 **Subject: 2020-2022 Roads CBA** **Prepared by: L. Wingfield**	**Execute Contract X** **Pass Resolution X** **Pass Ordinance** **Pass Motion** **Other**	**Consent Agenda X** **Public Hearing** **1st Discussion** **2nd Discussion** **Other**

BACKGROUND INFORMATION

The Benton County negotiating team has successfully negotiated the 2020-2022 CBA with Teamsters, representing Roads.

SUMMARY

See above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners sign the Resolution and the 2020-2022 Agreement between Benton County and Teamsters Local 839, Representing Roads employees.

FISCAL IMPACT

- County Contribution – $1,139.70 per month
- COLA – 2.5% effective January 1, 2020

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE 2020-2022 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL 839, REPRESENTING ROADS EMPLOYEES.

WHEREAS, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local 839, representing Roads employees, for the 2020-2022 Collective Bargaining Agreement; **NOW, THEREFORE,**

BE IT RESOLVED, that the Benton County Commissioners approve the 2020-2022 Collective Bargaining Agreement between Benton County and Teamsters Local 839, representing Roads employees as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the agreement is effective January 1, 2020, except as otherwise provided, and shall remain in effect until December 31, 2022.

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: HR, Auditor, Hallstrom, Roads

Prepared by: L. Wingfield

2020 - 2022 AGREEMENT

Between

BENTON COUNTY

and the

TEAMSTERS LOCAL 839, WAREHOUSEMEN, GARAGE EMPLOYEES, AND HELPERS UNION

Representing ROAD DEPARTMENT EMPLOYEES

Original:	Local 839 Board of County Commissioners Prosecuting Attorney's Office
cc:	Public Works County Administrator Human Resources Payroll

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PREAMBLE

THIS AGREEMENT is entered into by and between the International Brotherhood of Teamsters, Warehousemen, Garage Employees and Helpers Union, Local 839, hereinafter call the "Union", and the Board of Commissioners of Benton County (Board), on behalf of Benton County, a municipal corporation, hereinafter called the "County" or "Employer".

This Agreement, made under chapter 41.56 RCW, covers Maintenance Worker, Mechanic, Sign Technician, and Inventory Clerk positions in the Benton County Public Works Department in positions covered by this Agreement.

Further, the Union and the Board, in accordance with chapter 41.56 RCW, agree to establish terms and conditions governing wages, hours and conditions for the maintenance employees of Benton County Public Works Department in accordance with this contract and appendices.

ARTICLE 1 – TIME TABLE

The parties agree that a target schedule for conferences and negotiations between the parties with respect to negotiations for a Collective Bargaining Agreement is as follows:

A. Union's proposal submitted in writing to the Employer by September 1st.

B. Employer's response submitted to Union by October 1st.

C. Negotiations to begin as near October 15th.

ARTICLE 2 – SUBORDINATE TO STATUTES

This Agreement will in all respects, whenever the same may be applicable, be subject and subordinate to the ordinances or resolutions of the Employer and will further be subject and subordinate to the statutes of the State of Washington and the United States.

ARTICLE 3 – EMPLOYEE RIGHTS

3.1 An employee shall have the right, upon request, to inspect their personnel file in the presence of the County Engineer or designee at a reasonable time during the work day and said request will be granted not later than two (2) work days after the request. No material referring to the employee's competence will be placed in the file without the employee having the opportunity to sign and attach their comments. A copy of any entry to their file will be given to the employee.

3.2 The off-duty activities of an employee will not be cause for disciplinary action unless said activity is detrimental to the employee's work performance.

3.3 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 will have the right to discontinue the availability of said Union bulletin board. Road Department written policies will be signed by the County Engineer or designee and a copy will be sent to the Union.

3.4 Employees may and are encouraged to report what they believe to be an unsafe or unhealthy working condition to Management for investigation without fear of retaliation.

3.5 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, an employee whose work assignment is affected will be notified by circulating memorandum, and the new rule or procedure will be posted prominently on appropriate bulletin boards prior to the effective date. Employees shall comply with all existing reasonable rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, will be resolved through the grievance procedure.

Notice of new positions or job vacancies will be posted on the Employer's web site.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 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 addenda to this Agreement and/or Memorandums of Agreement, will 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:

A. The right to establish lawful work rules and procedures.

B. 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 in a manner that is not inconsistent with the terms and conditions of this Agreement.

C. The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the terms of this Agreement.

D. The right to discipline, suspend or discharge an employee for just cause as set forth in the Discipline Article.

E. 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.

F. The parties understand that incidental related duties connected with operations, not enumerated in classification descriptions, shall nevertheless be performed by the employee when requested by the Employer in a manner that is not inconsistent with the terms and conditions of this Agreement.

G. 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 is a sudden or unexpected happening or situation that calls for action without delay. The Employer will take into consideration the safety of the employees.

4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust emplaced by the officials, in this case, the County Engineer and the Board of Benton County Commissioners, and the rights and obligations owed thereby to the electorate.

ARTICLE 5 – NO STRIKE CLAUSE

5.1 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.

5.2 The Employer agrees there will be no lockouts during the term of this Agreement.

5.3 The Employer may seek relief in Superior Court inclusive of injunctive relief and/or damages.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 Work Day / Hours of Work:

A. The regular schedule of hours of work for road crews is 7:00 a.m. to 3:30 p.m., Monday through Friday, inclusive of one (1) thirty (30) minute lunch period without pay; provided, however, the County Engineer or designee may modify the regular schedule of hours of work according to their determination of the service needs. Modification of regular hours of work will be preceded by thirty-six (36) hours advance notice to the employee, except in the event of an emergency. In the event of an emergency, as much notice as is practicable under the circumstances

will be provided. Notice of schedule change will be provided to the union when:

The change impacts five (5) or more bargaining unit employees, or
The change will be in place for more than three (3) working days

B. Summer Hours: The summer work hours for road crews will be changed to 6:00 a.m. to 2:30 p.m., Monday through Friday, inclusive of one (1) thirty (30) minute lunch period without pay, if approved that year by the County Engineer or designee. If approved, this change will begin at 12:01 a.m. the Tuesday after Memorial Day and end at 11:59 p.m. the Friday prior to Labor Day. The County Engineer or designee's approval or denial of the change does not restrict then from again changing working hours, between the Tuesday after Memorial Day and the Friday prior to Labor Day or otherwise, according to their determination of the service needs.

C. The work day will end twenty-four (24) hours after the starting time. Emergency work, performed after normal work hours when an employee is required to come back to the maintenance yard or other work location, will be paid a minimum of two (2) hours actual time credit, starting at the time of the call, if the employee reports.

D. The Employer may establish an eight (8) or ten (10) hour work day depending on the public service needs as determined by the Employer and subject to the provisions of Section 6.1.A. above. Standard overtime will be paid in accordance with the provisions of Section 6.2(A), below. Emergency Call double time will be paid in accordance with Section 6.2(B.)(4.), below.

The seven (7) day work period starts on Monday (12:01 a.m.) and ends on Sunday night (midnight).

E. The thirty (30) minute lunch period will be taken by employees between the third (3^{rd}) and fifth (5^{th}) working hour. If an employee wishes to waive the lunch period or take the lunch period at a different time, the employee must obtain prior authorization from the Employer to do so, by submitting a written request to the Employer. If the employee has requested and has obtained the Employer's authorization to waive the lunch period for a particular work day, the employee may at any time during that work day request, in writing, restoration of the lunch period for that work day.

6.2 Overtime, Weekend, Holiday, and Emergency Call Pay:

A. Overtime:

1. Hours of work in excess of eight (8) or ten (10) hours per day (as applicable) for actual hours worked--time and one-half (1-1/2x) subject to Section

6.2(A.)(2). below. The standard overtime rate in Section 6.2(A.), does not apply to Emergency Call in Section 6.2(B.)(4.), below.

2. Employees will be entitled to overtime if the employee actually works in excess of the eight (8) or ten (10) hour work shift except if an employee has used sick leave during the week (Monday through Friday). If an employee has used sick leave, then the employee will be entitled to overtime under Section 6.2.A.1, only after the employee has actually worked in excess of forty (40) hours in that week (Monday through Friday). The standard overtime rate in Section 6.2(A.) does not apply to the Emergency Call work rate in Section 6.2(B.)(4.), below.

B. Sundays, Holidays, and Emergency Call:

1. Saturday: Work performed on first day of rest (Saturday) for actual hours worked--time and one-half (1-1/2x).

2. Sunday: Work performed on second day of rest (Sunday) for actual hours worked--double time (2x).

3. Holidays: Work performed on holidays listed in Article 9, for actual time worked--double time (2x). For holidays that fall on the Saturday or Sunday, double time is paid for time worked on the observed day.

4. Emergency Call: Hours of work performed on emergency call between the hours of midnight (12:00 a.m.) and either (1) the start of regular shift (Monday through Friday) or (2) 7:30 a.m. Saturday, for actual time worked--double time (2x). The requirement of an employee working forty (40) hours in a work week as identified in Section 6.2(A.) above, does not apply for Emergency Call work paid at the double time rate, identified herein, Section 6.2(B.)(4.).

Notification of scheduling changes a minimum of thirty-six (36) hours in advance does not qualify as Emergency Call, triggering compensation at the double time rate referenced herein, Section 6.2(B.)(4.)

C. There is no pyramiding of overtime pay and any time and one-half (1-1/2x) or double (2x) time pay provided by this Section. If an employee receives one type of time and one-half pay (1-1/2x), for example, they are not also entitled to a second type of time and one-half (1-1/2x) pay or double-time (2x) pay. An employee is paid for qualifying work solely at the Emergency Call double time rate in Section 6.2(B.)(4.) above, regardless of the number of hours actually worked or compensated, in a work week.

6.3 Acting Supervisor Pay: When a Mechanic III, Maintenance Worker III, or Sign Technician III is asked to fill-in for a supervisor outside of the employee's regular work hours with less than twenty-four (24) hour notice (*i.e.,* in case of the supervisor's illness, family emergency, etc.) the employee will be paid time and one half (1-1/2x) their regular rate of pay for actual time worked in excess of eight (8) hours per day. However, the provisions of Section 6.2.B. above will apply if the work performed by the employee filling in for the supervisor is performed under the conditions outlined in that section.

6.4 Hourly Rates: When any situation arises involving compensation for work based upon hourly rates, these rates will be obtained by dividing the sum of the basic monthly salary by one hundred, seventy-three and one-third (173.33). Medical contribution and other allowances will not be considered in computing hourly rates.

ARTICLE 7 – WAGES

7.1 Negotiated increases to salary schedules reflected in contracts years will be administered in accordance with the following provisions:

A. Effective January 1, 2020, the 2019 Salary Schedule will be increased by two and a half percent (2.5%).

B. Effective January 1, 2021, the 2020 Salary Schedule will be increased by two and a half percent (2.5%).

C. Effective January 1, 2022, the 2021 Salary Schedule will be increased by two percent (2.0%).

D. 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 the Board of County Commissioners. Employees who are no longer employed by the Employer in a position covered by this agreement on that date are entitled to any of the increases in wages and benefits.

E. The formula, calculations, and the method for applying the percentage increase to the applicable salary schedule shall be determined and established by the Board of County Commissioners Office.

7.2 The parties recognize that pension contributions made by Employer on behalf of employees in the bargaining unit to the Western Conference of Teamsters Pension Trust under Section 14.2.A. of this Agreement are a portion of the total economic wage package and are included in the salaries set forth in the Salary Schedule. Therefore, when comparable salaries are utilized, these pension contributions are included in the salaries. Likewise, when increases in the salary schedule are factored, these pension contributions are included in the salaries when any calculation is performed.

7.3 The pay plan will be administered 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 commence on the first day of the month following either successful completion of the probationary period or the performance review period. Eligibility for such steps will be subject to the completion and issuance of a written appraisal establishing successful completion of the probationary period, or performance review period for a step increase.

B. Entrance Pay Rate: Persons selected to fill vacant positions may be hired by the elected official or department head 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 higher 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 Board of County Commissioners. Said determination and approval shall be final and binding on all parties.

If an employee begins at Step A, they will be paid at Step A for a period of six (6) months. On successful completion of probation, the employee will be moved to Step B.

If an employee begins at Step B or above of the pay plan, the employee will remain at 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 six (6) month probationary period as confirmed in writing.

C. Subsequent Pay Steps: In order to be eligible for subsequent steps from Step B to Step I, an employee will serve a minimum of twelve (12) consecutive months within a step before becoming eligible to move to the next step. Eligibility for movement will be subject to a successful job performance based on the issuance of a written performance appraisal. A step increase, or Step I continuance, will not be withheld if the employee does not receive a performance appraisal.

D. The above provisions relate to only 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. An employee denied advancement by reason of unsatisfactory performance will be given a written statement by the department head or elected official explaining the reasons for the denial of the step increase. The employee will not be eligible for further consideration for a period of at least twelve (12) consecutive months from the date of denial. Denials and the basis for denial are subject to the grievance procedure up to Step 3. If either party seeks to invoke Step 4 (final and binding

arbitration), the outcome of such arbitration shall be advisory only; except if the arbitration relates to a second denial for the same pay step.

F. Promotion: Promotions are subject to the determination of the County Engineer or designee. Such employee will receive 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 appropriate higher step that provides an increase, provided that the step does not exceed the pay rate at Step I of the higher grade. In all cases, however, the employee will receive no less than a five percent (5%) pay raise, and the employee will be given a new anniversary date for step increases. An employee promoted to an A step is entitled to a step increase in six (6) months.

G. Demotion: An employee who moves to a lower pay grade shall move to the step in the lower grade that results in the smallest decrease in pay, except when the demotion is associated with disciplinary action. A demotion may be voluntary or involuntary. The employee will be given a new anniversary date for step increases.

H. Mechanic staff are encouraged to seek out ongoing training to support their knowledge, skills, and abilities directly attributable to their work at the County. To support this goal the Employer offers a one (1) grade increase for any mechanic who completes the training and acquires certification as an ASE Master Mechanic in either Cars & Light Trucks or Medium-Heavy Truck. The increase will be from the employees current grade and step to the same step one (1) grade higher. The increase will remain in effect as long as the employee maintains the certification. If the employee loses the certification for any reason the increase will be withdrawn. The increase cannot be compounded; i.e., certification in more than one (1) category does not result in additional grade increases.

I. Maintenance staff are encouraged to seek out on going training to support their knowledge, skills, and abilities. To support this goal Fifty Dollars ($50.00) per month will be offered to full time non-probationary employees in a Maintenance Worker classification who successfully completes the training and acquire spray license certification. The aforementioned increase will remain in effect as long as the employee maintains certification. If the employee loses the certification for any reason, the increase will be withdrawn. The increase cannot be pyramided with any other certification.

7.4 The Employer will pay the cost of medical examinations and commercial drivers license renewal fees (not the renewal fee for regular driver's license) for employees who are required to carry commercial driver licenses as a condition of employment and who incur out-of-pocket expenses after payment by health insurance. Funds expended by the employee will be reimbursed when the employee provides documentation proving that the costs have been incurred (for medical examinations, the employee must provide the Explanation of Benefits from the insurance company). If an appointment for a medical

examination is during business hours, the employee will be allowed two (2) hours for the medical examination, after which time the employee must use sick leave for time taken off work for the examination.

7.5 Work/Equipment Assignments: The Employer will make work/equipment assignments in accordance with the following procedure, which applies in both the Kennewick shop and the Prosser shop:

A. in the assignment, the Employer will take into consideration the employee's seniority subject to the Employer's determination as to whether or not the senior employee has sufficient knowledge, skills, abilities and qualifications to efficiently and productively perform the work;

B. the Employer will strive to give less senior employees sufficient "stick time" to serve as training, to strive to obtain for the employee a competent level of knowledge and experience on assignments in that job classification description; and

C. the Employer will strive to give assignments to the most senior employee when consistent with the above.

7.6 Work In Higher Classification: Employer Road personnel who are specifically assigned to perform work in a higher classification will receive pay at the entrance step (Step A) of the higher classification for those days worked in the higher classification. If the entrance step is not higher, the employee will be placed at the next higher step that provides an increase. The Employer will determine the length of the temporary assignment to a higher classification and upon completion of those tasks as determined by the Employer, said employee shall return to the prior classification and pay.

The Employer will take into consideration the employee's seniority with regard to the performance of higher classification work and the assignment of work subject to the Employer's determination as to whether or not the senior employee has sufficient skills, abilities and qualifications to efficiently and productively perform the work.

The specific assignment to perform higher classification work shall be applicable to not only each area, but the county as a whole as determined by the Employer.

There is no automatic progression from one classification to another (vertical progression).

7.7 Temporary Assignments: An employee who is regularly assigned to one work location (*i.e.*, the Prosser shop or the Kennewick shop) and who is temporary assigned to work in the other work location will be permitted to check in at the employee's regular work location and pick up an Employer vehicle to drive to the temporary work location, in which case the employee's work day begins when they arrive at the regular work location to pick up the Employer vehicle.

ARTICLE 8 – MEDICAL, HOSPITAL AND LIFE INSURANCE

8.1 The Employer gives employees the opportunity to participate in health, dental and vision insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must elect to receive any one of the coverages, and the Employer will contribute to the employee's premium costs for the coverage up to the amounts reflected in Section 8.2 below. Employees may change their plan options annually during Open Enrollment. All employees are required to participate in the Employer's designated life insurance plan.

The Employer contributions indicated in Section 8.2 will be applied first towards employee life, vision, dental, and medical insurance. Any remaining balance will be applied toward any dependent coverage or to the employee's VEBA account. Any additional amounts above the Employer's contribution necessary to pay medical, dental, vision, and life insurance premiums shall be the sole responsibility of the employee and will be accomplished by payroll deduction.

8.2 The Employer will provide United Employees Benefit Trust (UEBT) Plan A6 (Composite) and a Washington Counties Insurance Fund (WCIF) plan for medical insurance coverage, UEBT Dental D8 with orthodontia rider, Northwest Administrators Vision, and $24,000 life insurance available to the Union members.

A. 2020: Effective January 1, 2020, the Employer agrees to pay One Thousand, One Hundred, Thirty-Nine Dollars and Seventy Cents ($1,139.70).

B. 2021: Effective January 1, 2021, the Employer agrees to pay the Employer sponsored health and welfare premium increase up to five percent (5%) based on the 2020 baseline of One Thousand, One Hundred, Thirty-Nine and 70/100 Dollars ($1,139.70), then the employee picks up one hundred percent (100%) of any and all other increases for health and welfare. In the event the premium decreases, the employer contribution will also decrease in that amount.

C. 2022: Effective January 1, 2022, the Employer agrees to pay the Employer sponsored health and welfare premium increase up to five percent (5%) based on the 2021 baseline, then the employee picks up one hundred percent (100%) of any and all other increases for health and welfare. In the event the premium decreases, the employer contribution will also decrease in that amount.

8.3 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 elects WCIF, the eligibility of the employee for insurance benefits follows the insurance company's eligibility rules.

8.4 The eligibility of an employee for insurance benefits terminates at the end of any month that the employee fails to meet the insurance company's 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.

8.5 If the insurance company or companies or applicable brokers/ agents notifies the employer of changes in the benefits structure benefit level and/or premium level, the employer will notify Union of said changes. If the changes are mandated on the employer, then the employer will so notify the Union and the parties will meet for informational purposes. Thereafter, the employer will implement the mandated changes. If the changes are not mandated and if there are options for changes, then the employer will communicate with the Union to discuss these options and thereafter, will implement the changes, taking into consideration the interest of the employer and the employees.

8.6 The Union and the employees 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. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and the employees.

ARTICLE 9 – LEGAL HOLIDAYS

9.1 Effective each year of the Agreement, the following are holidays with pay:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	
Christmas Eve	December 24th
Christmas Day	December 25th

An employee will not receive holiday pay if the employee is absent on their last scheduled work day prior to or the first scheduled work day 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.

Employees are entitled to the one (1) floating holiday annually after completing six (6) months of employment. Employees must receive their supervisor's approval before taking their floating holiday. The floating holiday may be taken only in full.

Holiday pay will be calculated on the basis of an eight (8) hour day.

9.2 If any holiday falls on Sunday, the following Monday will be taken off. If any holiday falls on a Saturday, the preceding Friday will be taken off.

ARTICLE 10 – ANNUAL LEAVE WITH PAY

10.1 Effective the first of the month following full execution of this Agreement, annual leave with pay is earned at the following monthly rates depending on the employee's length of service with Benton County:

Years of Service	Working Hours Leave Per Month or Major Portion Thereof
1 through 5	10
6 through 10	12
11 through 15	15
16 through 19	16.5
20 and over	18

10.2 Annual Leave credit may be accumulated during the first six (6) months of regular full-time service with the Employer; however, said annual leave credit may not be used. During the seventh (7^{th}) month, or any subsequent month, annual leave may be allowed up to the limit of the amount earned. Annual leave credited for any month of service beyond the first six (6) months of service may be allowed during the month earned or any subsequent month. Usage of annual leave is subject to request by the employee and subject to prior approval by the Employer, provided the approval or denial of requested annual leave will be uniformly applied. When the need for leave is unforeseeable, the employee may request use of annual leave after the start of their shift, and the Employer may approve or deny the request. Annual leave may be accumulated during the first one thousand and forty (1,040) hours of regular part-time service with the Employer; however, said annual leave credit may not be used. After one thousand and forty (1,040) hours, annual leave may be allowed up to the limits of the amount earned. Annual leave credited for any month of service beyond the first one thousand and forty (1,040) hours of service may be allowed during the month earned or any subsequent month.

NOTE: Monthly accrual shall commence at the completion of a major portion of a month of continuous service.

Accumulation of annual leave will not exceed two hundred and forty (240) hours.

10.3 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 January 1st of the current calendar year, through November of that year. This cash out will be paid in December, with the November payroll. Vacation donated under leave sharing will be included in the eighty hours used to qualify for a cash out.

10.4 Only regular full-time employees who have completed six (6) months of service or regular part-time employees who have completed one thousand and forty (1,040) hours of service will upon separation from Benton County for any reason, receive compensation for accumulated annual leave, not to exceed two hundred and forty (240) hours.

10.5 The County Engineer or designee will arrange annual leave time for the employees on such schedules which will least interfere with the functions of the department. The minimum annual leave time frame for usage is four (4) hours of vacation time. If the time is taken at the beginning or end of the shift and is requested in accordance with Section 10.2, then the minimum annual leave time frame for usage may be one (1) hour of vacation time.

ARTICLE 11 – SICK LEAVE

11.1 Leave with full pay on account of illness or injury will be earned by all employees working on a regular monthly basis, at the rate of eight (8) hours for each completed month, or major portion thereof, of service from the time of employment, but only for one (1) of the following reasons, where the facts are established by the Employee's supervisor:

A. Pursuant to the application of RCW 49.46, or

B. Bereavement Leave: For the death of family members meeting the definition of "immediate family" below, and for the death of children of the employee of any age -- five (5) days maximum per death; or

C. Death of a friend or relative not meeting the definition of "immediate family" below -- one (1) day maximum per death.

11.2 All employees may accrue up to a maximum of one thousand and forty (1,040) working hours of sick leave. However, employees hired after December 18, 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 11.5 below.

11.3 "Immediate family" is defined pursuant to RCW 49.46 and authority interpreting same.

11.4 Sickness shall be reported to the department at the beginning of any period of sick leave prior to the beginning work hour. Upon return to work, if requested, the employee shall submit a written statement explaining the nature of the sickness or injury and requesting approval for the leave so taken. Any employee who is off work due to illness in excess of five (5) work days may be required to provide a qualified healthcare provider's

verification of the illness as well as their qualified healthcare provider's approval to return to work.

A. Employees on sick leave in excess of five (5) work days are required to call the Road Maintenance Manager designee weekly (every Monday between the hours of 8:00 a.m. and 10:00 a.m.) and are required to furnish progress reports of their health or illness condition.

B. Prior to being eligible to return to work, the employee will be required to provide satisfactory evidence and if determined to be necessary by the employer, will be required to provide a qualified healthcare provider's statement explaining that the employee is capable of performing all duties contained in the classification description and that the employee is capable of performing those duties at normal levels of efficiency.

11.5 The Employer will allow employees to participate in an HRA VEBA Medical Reimbursement Plan for Public Employees in the Northwest ("VEBA"), subject to the provisions of this Agreement.

A. Employees employed before July 1, 1992, will be paid for fifty percent (50%) of unused sick leave at voluntary termination or retirement from Benton County. For retirement, the Employer makes this payment into the employee's VEBA account.

B. Employees hired on or after July 1, 1992, who regularly retire from Benton County under the County's retirement program, shall receive payment for twenty-five percent (25%) of their unused sick leave. Such payment shall be limited to employees with five (5) or more years' service and shall not exceed Three Thousand Dollars ($3,000). This payment is to the employee's VEBA account.

C. For employees with PERS I, the County will exclude from the VEBA the sum of unused sick leave accruals used by the Department of Retirement Systems in calculating the employee's average final compensation.

11.6 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.

11.7 Employer will follow Washington State's Paid Family and Medical Leave process and procedures as outlines by governing authority.

ARTICLE 12 – LEAVE SHARING

12.1 The purpose of the program is to allow an employee to transfer any portion of his or her 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 event/condition under the Family and Medical Leave Act or Washington Paid Sick Leave Act. Leave sharing will be implemented as provided in this article and the Benton County policy on Voluntary Transfer of Annual Leave.

12.2 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.

12.3 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:

1. Have taken at least forty (40) hours of annual leave in the previous twelve (12) months; or

2. Have no less than forty (40) hours of accrued paid leave after the transfer is completed.

C. All requests for transfer of annual leave will be submitted on a Voluntary Transfer of Annual Leave form to the County Engineer or designee. Each request will include:

1. The amount of leave to be transferred;

2. The names, signatures, and offices/departments (if applicable) of the employees requesting and receiving the transfer;

3. 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 County Engineer or designee. If the transfer is approved, the County Engineer or designee will sign the request and submit it to the Auditor's Office for processing, with a copy to the Human Resources Department.

E. The Employer is responsible for monitoring the use of 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 County Engineer or designee 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. If 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.

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 employees donating leave will be kept strictly confidential.

ARTICLE 13 – LEAVE OF ABSENCE WITHOUT PAY

13.1 An employee may be granted leave of absence without pay not to exceed three (3) months. An employee must request such leave of the County Engineer or designee. Such department director or designee 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 the County Engineer or designee will reach a mutually acceptable agreement with regard to the date of return and work position to which the employee will return. Leave of absence without pay shall not be authorized in any case where such leave will operate to the detriment of the department's service. The employer may renew a leave of absence without pay.

13.2 While on a leave 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 without pay. If the employee is on unpaid leave for a major portion of a month, vacation and sick leave do not accrue, and the employee's anniversary date will be adjusted accordingly.

13.3 Other than a disciplinary suspension without pay, no leave without pay will be granted to any employee until they have first utilized all vacation leave accruals. Such leave will not be granted for the purpose of the employee gaining personal advantage or profit. If the employer determines that there is need for such information, the employee must present

satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work.

13.4 Should the employee become incapacitated during their leave of absence without pay or should the leave of absence without pay have been a result of incapacitating injury or sickness, the employee must present satisfactory evidence of capability of resuming their former duties at their former level of efficiency before returning to work.

ARTICLE 14 – PENSIONS AND RETIREMENT

14.1 Public Employees Retirement System: Employees shall participate in the Public Employees Retirement System as set forth in applicable statutes.

14.2 Teamsters Pension:

A. Employees have elected to divert by way of wage reduction the amounts to the Western Conference of Teamsters Pension Trust (the Trust). The diversion shall be applicable to all compensable hours including overtime hours and shall be computed monthly. The overtime rate of pay will be calculated based on the total wages and wage diversion. Effective January 1, 2014, through December 31, 2014, inclusive, the diversion shall be One and 02/100 Dollars ($1.02) per compensable hour for each member of the bargaining unit for which compensation is paid.

Effective January 1, 2015, Employees have elected to divert by way of wage reduction the additional amounts of Zero and 48/100 Dollars ($0.48) per compensable hour for each member of the bargaining unit for which compensation is paid, in addition to the current hourly diversion of One and 02/100 Dollars ($1.02) per compensable hour for each member of the bargaining unit for which compensation is paid, for a total diversion by way of wage reduction in the amount of One and 50/100 Dollars ($1.50) per compensable hour for each member of the bargaining unit for which compensation is paid.

B. Beginning with the execution of this successor agreement, the Employer will pay into the Trust amounts diverted on account of each member of the bargaining unit, as stated above, One and 02/100 Dollars ($1.02), plus 48 cents ($0.48), equals One and 50/100 Dollars ($1.02 + $0.48 = $1.50). There is no Employer contribution, and the Union agrees that, during the term of this Agreement, it will not request that Employer make any contribution.

ARTICLE 15 – COMPENSABLE ON-THE-JOB INJURIES

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

difference between the time loss payment and their normal base wage. The total of the two (2) 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 vacation 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's contribution towards the employee's insurance premiums. If, however, the employee runs out of sick/vacation leave and FMLA leave, they will be eligible for COBRA benefits and the Employer's insurance contribution will cease. While on workers compensation, an employee's time loss pay will be administered by the Human Resources Department; however, the employee must keep their supervisor informed of their status and prognosis for return to work on a weekly basis.

ARTICLE 16 – DISCIPLINE

16.1 The Employer may warn, reprimand, suspend without pay, demote and/or discharge an employee for just cause, inclusive of but not limited to, neglect of duty, inefficiency, insubordination, incompetence, insolence, tardiness, absenteeism, conviction of a crime which may affect work performance, malfeasance or misfeasance of job requirements, misconduct, violation of Employer and/or departmental rules and/or regulations, violation of no strike clause, conflict of interest (off duty activities vs. job duties), carrying unauthorized passengers, abuse of sick leave, and such other causes which normally serve as a basis for discipline in labor and personnel relations.

16.2 In order of increasing severity, the disciplinary actions which the Employer may take against an employee are as follows:

A. Verbal warning;
B. Written reprimand;
C. Suspension without pay;
D. Demotion;
E. Discharge or termination.

16.3 The Employer may take any of the disciplinary actions delineated in Section 16.2 above without regard to the order in which the disciplinary actions are set forth. The Employer may choose any one and/or a combination of said disciplinary actions.

16.4 The Employer may immediately warn, reprimand or suspend without pay an employee. For demotions and/or terminations, the employer will provide the specified charges to the employee in writing and at a pre-termination meeting at the Employer's office. The employee and Union representative will be provided an opportunity to respond to the charges. Thereafter, the employer will decide what disciplinary action will be taken.

16.5 Probationary employees may be warned, reprimanded, suspended without pay, demoted and/or discharged or terminated by the Employer for any reason at any time during the probationary period. Said probationary employee will not have any recourse to the grievance procedure.

16.6 All letters of reprimand, suspension, demotion and/or discharge will be signed by the County Engineer or designee and sent to the Union.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and enter into this Agreement 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.

17.2 A grievance is defined as a question or challenge raised by an employee or group of employees or the Union or the employer as to the correct interpretation and/or application of the terms and conditions of this Agreement. If possible, the grievant will identify the applicable contract article or policy in the written grievance.

17.3 Through the procedure set forth in this Article, a grievance may be presented by an employee, the Union or the Employer with either party accompanied by a representative, if desired.

17.4 Grievances shall be heard at reasonable times.

17.5 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations specified, unless an extension of time is mutually agreed to in writing.

17.6 No grievance shall be valid unless it is submitted at Step 1 within ten (10) working days after the occurrence of the grievance or knowledge of its occurrence, except that a grievance initiated at Step 2 must be submitted within twenty (20) working days, as set forth below. 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, the final resolution of the grievance shall be in accordance with the last responding party.

17.7 The grievance procedure will be as follows:

Step 1:

The grievance shall be presented in written form by the aggrieved employee or their shop steward to their immediate supervisor within ten (10) working days after the occurrence of

the grievance or knowledge of its occurrence. The immediate supervisor shall respond to the employee's written grievance within ten (10) working days after receipt of the grievance.

Step 2:

If the grievance still remains unresolved, it shall be presented to the County Engineer or designee in writing within twenty (20) working days after the response of the immediate supervisor. The County Engineer or designee shall respond to the aggrieved employee and the Union, in writing, within twenty (20) working days.

A grievance filed by the Employer or the Union must be initiated at Step 2, in writing, within twenty (20) working days after the occurrence of the grievance or knowledge of its occurrence. Thereafter, the party receiving the grievance shall respond in writing to the grieving party within twenty (20) working days after receipt of the grievance.

Step 3:

If the grievance still remains unresolved, it shall be presented to the Board of County Commissioners (hereinafter called the Commissioners) in writing within twenty (20) working days after the response of the party receiving the grievance. The Commissioners shall respond to the aggrieved employee, the Union or the County Engineer or designee, in writing, within twenty (20) working days.

Step 4:

a. Binding Arbitration: If the grievance has not been resolved at Step 3, in accordance with the conditions set forth hereinabove, the Union or the Employer may refer the dispute to final and binding arbitration.

b. Notice -- Time Limitation: The Union or the Employer shall notify the other party, in writing, of submission to arbitration within twenty (20) working days after the receipt of the Step 3 response.

c. Arbitrator -- Selection: After timely notice, the parties will select an arbitrator in the following manner:

    i. The parties will attempt to select an arbitrator within twenty (20) working days after receipt of the written grievance at Step 4. Thereafter, the hearing of the matter will be at the earliest possible date. If the parties cannot agree upon an arbitrator, selection will occur through the procedure as contained in Section (c.)(ii) below.

    ii. In the event either party does not agree on an arbitrator, then 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 an arbitrator from the list of eleven (11) names, then the party advancing the matter to arbitration will strike one (1) name from the list and communicate the choice to the other party. The other party will strike one (1) name from said list and so forth, proceeding in an alternating order until each party has struck five (5) names from the list. The remaining name will be the arbitrator, and will be so notified in writing 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 arbitrator. After completion of the hearing, a decision will be rendered within thirty (30) calendar days, unless an extension of time is agreed to at the conclusion of the hearing.

e. Limitations, Scope and Power of Arbitrator:

i. The arbitrator will not have the authority to add to, subtract from, alter, change, or modify the terms and/or provisions of this Agreement.

ii. The power of the arbitrator is limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement.

iii. The arbitrator will 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.

iv. Following the conclusion of the hearing, the parties will submit post-hearing briefs in lieu of oral argument, unless both of the parties agree to an alternative.

f. Arbitration Award -- Damages -- Expenses

i. Arbitration awards shall not be beyond the date of the occurrence upon which the grievance is based, that date being twenty (20) working days or less prior to the initial filing of the grievance.

ii. The arbitrator shall not have the authority to award punitive damages.

iii. In the event that either party evaluates and determines that the arbitration award was made beyond the jurisdiction of the arbitrator, then and in that event, said award may be appealed to Superior Court.

iv. Each party hereto shall pay the expenses of its own attorneys, representatives, witnesses and other costs associated with the presentation of their case. The parties shall share equally all expenses and costs of the arbitrator. The party advancing a grievance to arbitration or filing a matter with PERC, shall timely notify the arbitrator, or PERC as appropriate, when a mutually agreeable resolution involving the parties is obtained, requiring the cancellation of notice of the hearing. When a party failing to do so triggers additional costs, including arbitral fees, that party shall be solely responsible for all of these additional fees, which could have been avoided upon timely notice to the arbitrator, or PERC as appropriate, upon the arbitrator's or PERC's timely receipt of settlement and hearing cancellation notice.

v. The arbitrator will retain jurisdiction of the grievance until such time as the award has be complied with in full.

vi. 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 18 – LAYOFF AND RECALL

18.1 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 a lack of work, lack of funds and/or reorganization.

18.2 The Employer will give fourteen (14) calendar days written notice to designated employees.

18.3 When the Employer determines that a layoff is necessary, then the Employer will determine the number of employees within the affected classification within the department to be laid off. The Union's area representative will be notified of the number of employees within the affected classification designated for reduction as soon as said determination is approved by the Board of County Commissioners. When the Employer determines which classification and affected employee or employees will be laid off, the Employer will give equal consideration to the employee's seniority within the department, qualifications, ability and competence.

18.4 Full time employees laid off will be eligible for reinstatement for a period of one (1) year. No new employees within the same classification employees have been laid off from will be hired by the Employer until the County Engineer determines that available, qualified, competent and able employees placed on layoff have been offered re-employment. During

an employees recall period, if the employer has an open position in a different classification from which the individual has been laid off, the laid-off Employee will be given the opportunity to submit an application for the current open position. Once the Employer is in receipt of the laid-off employee's application, the Employer will grant an interview, and when appropriate, allow said employee to take any assessment test(s) (skills tests) that the other finalists for the position will be administered. It is the employee's responsibility to keep the Employer advised of their current address. An offer of re-employment will be in writing and sent by registered or certified mail to the employee. The employee will be deemed to have received notice within five (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 will be back on the job within twenty (20) days of acceptance of said offer or forfeit all call-back rights under this Article. Offers of reemployment shall include both full time and part time permanent positions.

18.5 Employees recalled from layoff will 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.

18.6 Employees laid off will be compensated for unused accumulated annual leave and sick leave in accordance with the terms of this Agreement.

ARTICLE 19 – TERM OF AGREEMENT

19.1 This Agreement will become effective January 1, 2020, except as otherwise indicated, and will remain in effect until the 31st of December, 2022.

19.2 If the parties have not reached agreement pursuant to the provisions of the article pertaining to contract negotiations, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from PERC will be advisory only and not binding on either party.

ARTICLE 20 – ENTIRE AGREEMENT

20.1 This document constitutes the complete agreement by and between the parties, and no other agreements and\or understandings, written or otherwise, prior to or simultaneous with the signing of this agreement is binding on the parties.

20.2 Any offers, modifications of offers, withdrawals of offers or contract proposals shall not constitute, nor shall they be cited as authority or evidence of any waiver(s) of position in any arbitration, legal proceeding or other proceedings regarding the interpretation or provisions and language contained in this contract.

ARTICLE 21 – UNION MATTERS AND DUES

21.1 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 (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.

21.2 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 form 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 purpose 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 Roads. Newly hired employees have the option to attend or not attend Union orientation.

ARTICLE 22 – TYPES OF EMPLOYMENT

Regular employee: All employees in the bargaining unit working full-time or part-time.

Full-time Employee: An employee working forty (40) hours per work week.

Probationary Employee: An employee shall be on probation during the first six (6) months of full-time employment in each position classification; provided, however, if the employee starts at Step B or above, the probationary period will be six (6) months, with no step increase for twelve (12) months. The probationary employee may either be terminated without cause and without recourse

or the probationary period may be extended for up to another six (6) month period as determined by the Employer. If an employee is granted a leave of absence during the probationary period, the time equal to the total time on such leave of absence will be added to the probationary period.

Temporary Employee: An employee hired to fill a position, either full-time or part-time, not to exceed five (5) consecutive calendar months or five (5) calendar months in a calendar year. Temporary employees shall not be entitled to the fringe benefits described within this Agreement, *e.g.*, insurance, etc., except that temporary employees will participate in the Teamsters Pension as provided in Section 10.2, but may accrue sick leave pursuant to the Washington Paid Sick Leave Act.

ARTICLE 23 – NON-DISCRIMINATION

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. No employee will be required to support or to make a contribution to a political party and/or candidate for political office.

ARTICLE 24 – JURY DUTY

An employee receiving a summons to report for jury duty will notify their supervisor the next working day after receiving the summons. Employees residing in Benton County on leave for jury duty will receive their regular pay and will not be paid jury pay. Employees living in other counties on leave for jury duty will be paid the difference between their regular pay and the jury pay for the time they are absent on jury duty. The employee must provide satisfactory evidence that jury duty was served. An employee shall report to work during all hours they are released from jury duty. If less than one (1) hour remains from the time of such release to the end of the employee's regular shift, the employee shall call their supervisor for instructions.

ARTICLE 25 – MILITARY LEAVE

Employees who are members of the Military Reserve or National Guard will 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 they 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 26 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE

No leave of absence, whether with or without pay, will be allowed unless authorized in advance. Absence not on duly authorized leave will be treated as leave without pay and will constitute

grounds for disciplinary action inclusive of discharge/termination. Unauthorized absence from duty for three (3) consecutive days constitutes separation or termination from service. The Benton County Road Department Personnel Leave Request Form will be used in applying for any leave.

ARTICLE 27 – PAY PERIOD AND PAY DAY

27.1 Salaries will be paid as follows: The pay period will be one (1) month with the pay day to be not later than the fifth (5^{th}) day of the month following the pay period, the amount of pay to be based upon that pay period's regular salary for proportionate time worked. Although generally overtime compensation earned in a particular workweek is paid on the regular pay day for the period in which such workweek ends, when the correct amount of overtime compensation cannot be determined and payment arranged in time for that pay day (usually in June and/or August, for the July/September paychecks), the overtime compensation will be paid no later than the following pay day. If the Employer anticipates that the correct amount of overtime compensation cannot be determined and payment arranged in time for regular paychecks in any months other than June and/or August, the Employer will notify the Union in January of that year. The 15^{th} day of each month is designated as a draw day.

27.2 Notwithstanding, Employer shall have the right to implement a different payroll system when it becomes administratively possible for the employer to do so. The Employer will provide the Union sixty (60) days written notice prior to implementation.

ARTICLE 28 – UNION REPRESENTATIVES

28.1 The Union may designate employees in the collective bargaining unit as Stewards. It is further agreed the Union will make reasonable effort to appoint stewards in both Kennewick and Prosser. The Employer shall recognize designated stewards as Union representatives. The Union shall give the Employer five (5) days notice of any change in Stewards.

28.2 Stewards shall be paid at their regular straight-time hourly rates for time spent in collective bargaining negotiations sessions, joint Labor Management meetings, serving as union representatives in formal disciplinary investigations and hearings, and in processing grievances during their regularly scheduled work hours. The Union agrees that the Stewards will make reasonable effort to conduct grievance processing at the end of the workday. It is agreed that the conduct of such union-related business, during regularly scheduled working hours, shall be limited to a reasonable amount of time, and the Union and the Employer agree to jointly investigate any cases where it appears that a Steward is spending an unreasonable amount of time conducting such business during regularly scheduled working hours.

ARTICLE 29 – CONTRACT NEGOTIATIONS

29.1 If any Article or Section of this Agreement or any addendum thereto is held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section is restrained by such court, the remainder of this Agreement and any addenda shall not be affected thereby. Both parties agree to meet upon the written request of either party for the purposes of negotiating a contract language change to address the affected Article or Section.

29.2 This Agreement will be effective January 1, 2020, except as otherwise indicated in this Agreement, until December 31, 2022.

ARTICLE 30 – CLASSIFICATION DESCRIPTIONS

Classification descriptions for employees under this Contract have been furnished to the Union in coordination with the Martin Kinney pay and job description study. The parties agree that the classification descriptions which accompany the pay plan will be applicable to the work requirements of employees. The parties have agreed that these classification descriptions will not be changed without prior notice and discussion with the Union.

ARTICLE 31 – TRANSFERS

31.1 By classification, prior to an open requisition being published, an internal only "notice of Opening" will be posted at each work site. Employees within the classification will have five (5) working days to give written notification of interest to the County Engineer or designee. The most senior employee that has given written notice will be transferred to the open position, except when by mutual agreement by the Employer and the Union, the next-senior employee will be transferred.

In cases where a transfer from one crew to another crew would cause the transferring employee to be supervised by the employee's family member or close relative, as defined below, such transfer will not be allowed.

It is also agreed, the Employer will not assign supervisors to supervise an employee's family member or close relative

31.2 Definitions:

A. "Family member" means the husband or wife, or the 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 32 – BOOT ALLOWANCE

The Employer agrees to reimburse each regular employee once annually, following successful completion of the probationary period, up to Three Hundred Dollars ($300.00) per calendar year towards the cost of up to two (2) pair of work boots that must be worn by the employee at work. The boots shall satisfy the requirements of WAC 296-155-212.

ARTICLE 33 – BREAKS

Employee break times shall be no more than ten (10) minutes in length and taken at times and frequency consistent with current Labor and Industries laws (WAC 296-126-092).

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives as follows:

BENTON COUNTY PUBLIC WORKS

Matt Rasmussen, County Engineer

Date: 1/15/2020

TEAMSTERS LOCAL 839

Russell Shjerven, Secretary/Treasurer

Date: 1-14-2020

BOARD OF BENTON COUNTY COMMISSIONERS

_____
Chair

_____
Member

_____
Member

Attest:

Constituting the Board of
Benton County Commissioners

_____
Clerk to the Board

Date: _____

Approved as to Form:

Stephen J. Hallstrom, Deputy Prosecutor

APPENDIX A

2020 SALARY SCHEDULE

2020
Agreement by and between
Board of Benton County Commissioners
and
Teamsters Local 839
Warehousemen, Garage Employees, and
Helpers Union

ROAD DEPARTMENT

GRADE	STEPS in $..... A	B	C	D	E	F	G	H	I
14	4720	4814	4982	5156	5336	5523	5716	5916	6123
13	4494	4584	4744	4910	5082	5260	5444	5635	5832
12	4279	4365	4518	4676	4840	5009	5184	5365	5553
11	4075	4157	4303	4454	4610	4771	4938	5111	5290
10	3882	3960	4099	4242	4390	4544	4703	4868	5038

TITLE	GRADE
	14
SIGN TECHNICIAN III	13
MECHANIC III	13
MAINTENANCE III	13
MECHANIC II	11
MAINTENANCE II	11
INVENTORY CLERK	10

cc: Road Department, Payroll, HR, Teamsters #839 and Stephen Hallstrom

Commissioners' Office - 01/20

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 1/28/2020 **Subject:** 2020-2022 Correction Supervisors CBA **Prepared by:** L. Wingfield	**Execute Contract** X **Pass Resolution** X **Pass Ordinance** **Pass Motion** **Other**	**Consent Agenda** X **Public Hearing** **1st Discussion** **2nd Discussion** **Other**

BACKGROUND INFORMATION

The Benton County negotiating team has successfully negotiated the 2020-2022 CBA with Teamsters, representing Correction Supervisors.

SUMMARY

See above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners sign the Resolution and the 2020-2022 Agreement between Benton County and Teamsters Local 760, Representing Corrections Department Correctional Corporals and Sergeants employees.

FISCAL IMPACT

- County Contribution – 95/5
- COLA – new schedule

cc: HR, Auditor, Hallstrom, Corrections **Prepared by: L. Wingfield**

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE 2020-2022 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL 760, REPRESENTING CORRECTIONS DEPARTMENT CORRECTIONAL CORPORALS AND SERGEANTS EMPLOYEES.

WHEREAS, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local 760, representing Corrections Department Correctional Corporals and Sergeants employees, for the 2020-2022 Collective Bargaining Agreement; **NOW, THEREFORE,**

BE IT RESOLVED, that the Benton County Commissioners approve the 2020-2022 Collective Bargaining Agreement between Benton County and Teamsters Local 760, representing Corrections Department Correctional Corporals and Sergeants employees as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the agreement is effective January 1, 2020, except as otherwise provided, and shall remain in effect until December 31, 2022.

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: HR, Auditor, Hallstrom, Corrections

Prepared by: L. Wingfield

ORIGINAL

Between

BENTON COUNTY

and

TEAMSTERS LOCAL NO. 760

Representing the
CORRECTIONS DEPARTMENT
CORRECTIONAL CORPORALS AND SERGEANTS

2020 – 2022 AGREEMENT

Original: Local 760
Benton County Commissioners
PA's Office

cc: Corrections Department
County Administrator
Human Resources
Payroll

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PREAMBLE

THIS AGREEMENT is entered into by and between the Benton County Corrections Department and the Board of County Commissioners of Benton County, hereinafter referred to as County or Employer, and Teamsters Local Union No. 760, representing the Corrections Department's Correctional Corporals and Sergeants, hereinafter referred to as Union.

WITNESSETH:

WHEREAS, the parties wish to establish a collective bargaining agreement covering rates of pay, hours of work, and conditions of employment in accordance with chapter 41.56 RCW; and

WHEREAS, it is intended that the following agreement shall be an implementation of the provisions of law consistent with the legislative authority that evolves from the statutes; and,

WHEREAS, it is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of any agency of county government which is expressly provided for respectively by state statutes and county ordinances and resolutions except as expressly limited herein.

ARTICLE 1 – CONSIDERATION

The consideration for the execution of this binding agreement is the covenants mutually expressed herein and arrived at by the parties hereto.

ARTICLE 2 – CONDITIONS AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect for the period commencing on January 1, 2020, except as otherwise provided, and terminating on the 31st day of December 2022.

ARTICLE 3 – NEGOTIATIONS

Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of law, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

ARTICLE 4 – TIMETABLE

The parties agree that a target schedule for conferences and negotiations to be carried on by the parties in 2022 with respect to extending this Agreement beyond December 31, 2022, is as follows:

4.1 Submission of Union proposal to the Employer by July 1st.

4.2 Submission of Employer's counter proposal by August 1st.

4.3 Negotiations, if required, to begin by September 1st, or as soon thereafter as the parties agree.

ARTICLE 5 – SUBORDINATE TO STATUTES

5.1 This agreement shall be subject and subordinate to statues and the ordinances of the County unless such ordinances are enacted ex post facto addressing the same issues that have already been negotiated by the parties and incorporated into this Agreement.

5.2 Upon written request from the Union, the Employer will negotiate effects on wages, hours, and/or working conditions of members that result from ordinances and/or regulations that are enacted after the execution of this Agreement.

ARTICLE 6 – RECOGNITION

The Employer recognizes the Union as the certified bargaining agent for the purposes of negotiating and establishing salaries, wages, hours and working conditions of employment for all full-time Correctional Corporals and Sergeants, excluding Corrections Officers, Correctional Lieutenants, Security Supervisors uniformed Deputy Sheriffs, Clerks, Supervisors, Confidential Employees, and all other employees.

ARTICLE 7 – LIMITATIONS UPON UNION ACTIVITY

No Union meetings shall be held on Employer time, except when authorized and permitted by the Employer. Because the Union has no union hall in Benton County, with the consent of the Employer, the Union may schedule a vote or other meeting at the Benton County Jail facility, as long as it does not interfere with the operations of the Benton County Jail.

ARTICLE 8 – DISBURSEMENTS FROM SALARIES

8.1 Pay Day: The salaries and wages of employees shall be paid monthly. Draw-pay provisions exist which permit partial payment at mid-month on request. Any change to the payroll date will be preceded by a thirty (30) day notice to the Union and the employees. If the Union requests bargaining within the thirty (30) day notice, the Employer agrees to negotiate the impact of the changes.

8.2 The Employer shall have the right to implement a different payroll framework based on the implementation of a new payroll system when it becomes administratively possible for the Employer to do so. The Employer will provide thirty (30) days written notice to the Union and affected employees of the date when the new payroll system would begin. If the Union requests bargaining within the thirty (30) day notice, the Employer agrees to negotiate the impact of the changes.

8.3 Pay increases, whether by percentage cost of living provisions or by pay plan progressions are subject to satisfactory performance reviews and are applicable only to

employees who are employed with Benton County in a position covered by this collective bargaining agreement, at the time of ratification of this contract by the Board of County Commissioners and/or the time when the increase is applicable as set forth in the contract.

ARTICLE 9 – MANAGEMENT RIGHTS

9.1 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 and other written agreements between the parties shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Affairs of the Employer concerning such prerogative includes, but is not limited to, the following matters:

A. The right to establish reasonable and lawful work rules and procedures.

B. The right to schedule 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.

C. The right to hire, transfer, suspend, discharge for just cause, layoff, recall, promote, or discipline employees as provided by this Agreement.

D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.

E. The right to determine what law enforcement duties shall be performed by various Corrections Department personnel.

F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a superior officer.

G. 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.

9.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the Elected Officials, in this case, the Board of Benton County Commissioners, and the rights and obligations owed thereby to the electorate.

9.3 The Union may request to negotiate the impacts of the Employer's decision(s). To activate its right to bargain the impacts, the Union must provide written notification within thirty (30) calendar days of the Employer's written notification of its decision,

provided that such written notification is provided to the Union.

ARTICLE 10 – EMPLOYEE RIGHTS

10.1 An employee shall have the right upon request to inspect their personnel file in the presence of the Human Resources Manager or designee at a reasonable time during the workday and said request shall be granted not later than two (2) days after the request. No material referring to the employee's competence shall be placed in the file without the employee's signature and the opportunity to attach their comments. A copy of any entry to the employee's file will be given to the employee.

10.2 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.

10.3 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.

10.4 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation. Management will respond to such reports within thirty (30) days.

10.5 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, and the new rule or procedure shall be posted prominently on appropriate bulletin boards prior to the effective date. Employees shall comply with all existing reasonable rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

10.6 Up to two (2) Union stewards serving on the negotiating team during contract negotiations shall be excused from work in order to attend negotiations and shall not suffer a loss in wages as a result. Upon written request, a Union steward may be excused, on unpaid status, to attend training provided by the Union, provided that adequate staffing levels are maintained at no additional cost to the Employer, as determined by the Employer.

ARTICLE 11 – UNION DUES/FEES

11.1 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.

11.2 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 within seven (7) calendar days.

The Union shall provide the new employees with the necessary forms regarding dues, initiation fees, and voluntary deductions, and 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 Corrections Department. Newly hired employees have the option to attend or not attend Union orientation.

ARTICLE 12 – NO STRIKE AND NO LOCKOUT

12.1 Neither the Union nor the employees shall cause, condone or participate in any strike or work stoppage or slow-down with Employer functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. 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. Employees covered by this Agreement who engaged in any of the foregoing actions shall be subject to disciplinary action as may be determined by the Employer.

12.2 The Employer agrees there will be no lockouts during the term of this Agreement.

12.3 The Employer may seek relief in Superior Court inclusive of injunctive relief and/or damages.

ARTICLE 13 – 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 14 – ENTIRE AGREEMENT

This Agreement, including Appendices A and B, constitutes an entire agreement between the parties and no verbal statements shall supersede any of its provisions.

ARTICLE 15 – VACATIONS

15.1 Annual leave with pay is earned at the following monthly rates depending on the employee's length of service with Benton County:

Years of Service or Major Portion Thereof	Working Hours Leave
1 through 5	10 hours
6 through 10	12 hours
11 through 15	15 hours
16 through 19	16.5 hours
20 and over	18 hours

15.2 Annual leave credit may be accumulated during the first six (6) months of regular full-time service with the Employer, however, said annual leave credit may not be used. During the seventh month, or any subsequent month, annual leave may be allowed up to the limit of the amount earned. Annual leave credited for any month of service beyond the first six (6) months of service may be allowed during the month earned or any subsequent month. Annual leave may be accumulated during the first one thousand and forty (1,040) hours of regular service with the Employer; however, said annual leave credit may not be used. After the first one thousand and forty hours (1,040), 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 one thousand and forty hours (1,040) of service may be allowed during the month earned or any subsequent month. The employee must request and receive prior approval from the Employer before the employee can utilize said accrued annual leave.

An employee is eligible to cash out 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 year. This cash out will be paid in December, with the November payroll. Vacation donated under leave sharing and compensatory time used will be included in the eighty (80) hours used to qualify for a cash out.

NOTE: Monthly accrual shall commence at the completion of a major portion of a

month of continuous service.

Employees with less than twenty (20) years of service shall be allowed to accrue annual leave up to a maximum of two hundred and forty (240) hours. Employees with twenty (20) or more years of service shall be allowed to accrue annual leave up to a maximum of two hundred and eighty (280) hours.

Only regular full-time employees who have completed six (6) months of service or who have completed one thousand and forty (1,040) hours of service shall upon separation from Benton County for any reason, be allowed to cash out the employee's accumulated annual leave but not to exceed two hundred and forty (240) hours.

15.3 Employees, with the permission of the Jail Commander or designee, may take vacation days in a period of less than one (1) week.

15.4 A vacation schedule shall be posted by December 1st of each year. By shift, starting with the most senior employee, each employee shall have twenty-four (24) hours to select a vacation time. Bargaining unit employees will be allowed to make one (1) selection of vacation on the first round as outlined above, and again on the second round. Thereafter vacation will be selected on a first come, first served basis. All requests for vacation are subject to approval based on the operational, staffing, or safety needs of the jail, as determined by the Jail Commander or designee. The Jail Commander or designee will grant as many requests for leave as can be accommodated, in the order of receipt of each request, without compromising the operational and safety needs of the jail. Previously authorized leave may be modified or canceled if there is a necessity to do so to protect public safety, meet facility emergency requirements, and/or due to unanticipated personal emergency, as determined by the Jail Commander or designee.

ARTICLE 16 – SICK LEAVE

16.1 Eligibility for sick leave use shall begin after the completion of one (1) month of continuous service, but the earning of credit shall start with date of employment, pursuant to the application of chapter 49.46 RCW and authority interpreting same.

16.2 Regular full-time employees shall earn credit at the rate of eight (8) hours of sick leave with pay per month of continuous service (ninety-six (96) hours per year).

Pursuant to the application of chapter 49.46 RCW and authority interpreting same, every January 1st, all employees' sick leave accrual will be up to a maximum of one thousand and forty (1,040) working hours of sick leave as earned pursuant to the collective bargaining agreement. Monthly accrual shall credit to the employee's account at the completion of a major portion of a month of continuous service. "Continuous service" shall include employees on paid leave status.

16.3 Sick leave with pay may be used for only one of the following reasons where the facts are established by the employee's supervisor:

A. Pursuant to the application of chapter 49.46 RCW and authority interpreting same.

B. Death in the immediate family: forty (40) hours maximum per death; for the purposes of this clause only, "immediate family" includes family members identified in Section 17.4 as well as children or grandchildren of any age; or

C. Death of a friend or relative not meeting the definition of immediate family in Section 17.4: eight (8) hours maximum per death.

Sickness shall be reported to the employee's immediate supervisor at the beginning of any period of sick leave prior to the beginning work hour. Upon return to work, the employee shall submit a written request to the employee's immediate supervisor for approval for the leave so taken. Any employee who is off work due to illness in excess of three (3) work days, or less if sick leave abuse is an issue as determined by the Employer, may be required to provide a qualified Heath Care Provider's (HCP) verification of the illness as well as their qualified HCP's approval to return to work.

Employees on sick leave in excess of five (5) workdays are required to call their immediate supervisor weekly (every Monday between the hours of 8:00 a.m. and 10:00 a.m.) and are required to inform the supervisor of the employee's status and anticipated return-to-work date. This Section does not apply to an employee who has already provided a health care provider's written statement confirming the employee's need to be off work for a specified time period.

Prior to being eligible to return to work, an employee on leave due to an injury will be required to provide satisfactory evidence and if determined to be necessary by the Employer, will be required to provide a Corrections Department Job Analysis completed by the employee's qualified HCP, confirming that the employee is capable of performing all job duties contained in the job description and that the employee is capable of performing those duties at normal levels of efficiency.

16.4 "Immediate family" as defined pursuant to chapter 49.46 RCW and authority interpreting same

16.5 Employees employed before July 1, 1992, will be paid for fifty percent (50%) of unused sick leave, capped at five hundred and twenty (520) hours at voluntary termination or retirement from Benton County. Employees hired on or after July 1, 1992, who voluntarily terminate their employment or regularly retire from Benton County under the County's retirement program, shall receive payment for twenty-five percent (25%) of their unused sick leave capped at two hundred and sixty (260) hours. For voluntary termination, such payment shall be limited to employees with ten (10) or more years of service; for retirement, such payment shall be limited to employees with five (5) or more years of service. Payment at voluntary termination or retirement shall not exceed Three Thousand and No/100 Dollars ($3,000.00).

16.6 The Employer may provide light duty assignments in accordance with the department

policy, depending on its ability to accommodate employees based on the Jail Commander or designee's determination of the availability of a position and the Jail Commander or designee's determination of the ability of an employee to perform the duties of a light duty assignment.

16.7 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.

16.8 Benton County will follow Washington State's Paid Family and Medical Leave process and procedures as outlined by governing authority.

ARTICLE 17 - HOLIDAYS

17.1 The following are holidays with pay:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving	
Christmas Eve	December 24th
Christmas Day	December 25th
One (1) Floating Holiday	At employee's choice and upon Supervisor's concurrence

17.2 Each employee is entitled to use the one (1) floating holiday per year after six (6) months of employment. In order for the employee to use said floating holiday, they must give the Employer sufficient notice so that the Employer can properly plan for continuity of service. Employees may be granted the holiday off if manning requirements inclusive of gender and experience on a shift by shift basis are met as determined and at the discretion of the Employer. When such time off is workable it will be granted in order of seniority among those employees who so request the time off and will also depend on priorities of when employees request the time off. The floating holiday may be taken only in full.

17.3 If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

17.4 An employee scheduled to work on a holiday and who actually works on that holiday will

be paid at time and one-half (1.5x) for actual hours worked on the holiday, in addition to eight (8) hours of holiday pay. When the holiday falls on a Saturday or Sunday, for shift employees working rotating shifts, the time and one-half (1.5x) pay is for hours worked on the actual holiday; for other employees (such as Monday-Friday work crew employees), the time and one-half (1.5x) pay is for hours worked on the observed day. No employee is eligible for time and one-half (1.5x) pay on both the observed and actual holiday. There is no pyramiding of overtime and time and one-half (1.5x) holiday pay. If an employee is scheduled to work a holiday and calls in sick, the employee will be charged sick leave and will not receive holiday pay.

17.5 An employee will not receive holiday pay if the employee is absent on their last scheduled work day prior to or the first scheduled work day 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.

17.6 Deferred Holidays:

A. Employees may elect to defer their holiday pay (eight (8) hours for each holiday) and receive it in the December paycheck. Deferred holidays include the holidays listed in Section 18.1, except for Christmas Eve and Christmas Day, which may not be deferred. If an employee elects to defer holidays, they will make the request in writing, on a form provided by the Employer during the month of December for the following year. An employee who elects to defer holidays will have all the holidays (except Christmas Eve and Christmas Day) deferred. If the employee does not elect in writing to defer holidays, the eight (8) hours of holiday pay for each holiday will be included in the monthly pay period in which the holiday occurred.

B. Deferral of Floating Holiday:

If an employee elects to defer holidays but then wishes to take the floating holiday off, they must submit a written leave request for the floating holiday off without pay. Request and approval of a floating holiday off will be in accordance with Section 18.2, except that the Employer will provide a written response within two (2) working days.

An employee who defers holidays and then requests and is granted the floating holiday off will have the day off without pay. This day off without pay is an exception to Section 29.3, but employees may use this day off for authorized off-duty employment in accordance with Correction Department's policy.

If an employee elects to defer holidays, requests the floating holiday off with at least ten (10) days advanced notice, and is denied the requested floating holiday on two (2) occasions, in two (2) different calendar months, the employee will be paid at time and one-half (1.5x) for actual

hours worked on the second (2nd) denied day off. In addition, the employee will be paid the eight (8) hours of holiday pay for the deferred floating holiday in the December paycheck.

Example: On February 1st, employee requests February 15th off and the request is denied. On February 3rd, employee requests March 15th off and the request is denied. Employee receives time and one-half (1.5x) pay for hours worked on March 15th.

ARTICLE 18 – PENSIONS AND RETIREMENT

18.1 Employees shall participate in the State Employees Retirement Plan as set forth in applicable statutes.

18.2 Employees have elected to divert by way of wage reduction the following amounts to the Western Conference of Teamsters Pension Trust (the Trust). The diversion shall be applicable to all compensable hours including overtime hours and shall be computed monthly. The overtime rate of pay will be calculated based on the total wages and pension diverted. The Employer will pay into the Trust amounts diverted on account of each member of the bargaining unit, but otherwise there is no Employer contribution, and the Union agrees that, during the term of this Agreement, it will not request that Employer make any other contribution. The hourly wage reduction shall be One and 60/100 Dollars ($1.60) per compensable hour.

ARTICLE 19 – JURY DUTY, MILITARY LEAVE

19.1 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 his or her normal pay. This provision shall be subject to applicable State and Federal laws.

19.2 Any necessary leave may be allowed by the Jail Commander or designee to permit an employee to serve as a member of a jury. Each employee who is granted such leave and who, for the performance of the civil duties involved receives any compensation, shall be paid by the Employer for the time the employee is absent only in the amount of the difference between the employee's regular pay and the compensation so received. An employee receiving a summons to report for jury duty shall notify the Jail Commander or designee of such action within three (3) days of service of the summons. The Jail Commander or designee reserves the right to contact the court involved and to seek relief from such summons. Employees working day shift shall report to work during all hours they are released from jury duty. If less than two (2) hours remain from the time of release to the end of the employee's regular shift, the employee will be excused from work for the remainder of the employee's shift. For employees working a night shift, the shift following jury duty will be excused. For this excused time off work, the employee

will be paid their regular pay, less the amount of jury pay if applicable, as indicated above.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.1 The normal workday(s) and shift(s) will be determined, from time to time, by the Jail Commander or designee.

20.2 The normal work week(s) will be determined, from time to time, by the Jail Commander or designee.

20.3 The four (4) squads working the twelve (12) hour shifts will rotate from days to graveyard, and graveyard to days, every eight (8) weeks. Alternate schedule rotations may be mutually agreed upon between the Union and the Employer. Nothing herein reflects a contract re-opener.

20.4 The Jail Commander or designee shall have the right to implement work periods consisting of seven (7) days, fourteen (14) days and/or twenty-eight (28) days. The Jail Commander or designee shall also have the right to implement, if deemed in the best interest of the Employer, eight (8), ten (10) or twelve (12) hour work shifts. The purpose of this section is to permit the Jail Commander or designee to implement work periods and overtime thresholds in accordance with the provisions of the Fair Labor Standards Act as authorized by 29 USC §207(k) and in order to protect the best interests of the Employer.

A. The Employer shall provide at least ninety (90) calendar days' notice prior to implementing a change between eight (8), ten (10), and twelve (12) hour work shifts, except when an emergency exists on a limited short-term basis.
B. If the Employer elects to implement ten (10) or twelve (12) hour shifts, this Agreement remains based on an eight (8) hour day, including sick leave accrual, holiday pay, bereavement leave, and disciplinary suspensions.

20.5 Shift hours will be established by the Jail Commander or designee. Employees assigned to work an eight (8), nine (9), or ten (10) hour work shift will be allowed one-half (1/2) hour for a paid lunch. Employees assigned to work a twelve (12) hour work shift will be allowed a forty-five (45) minute paid lunch, uninterrupted, when feasible, and intermittent, when not feasible. The Jail Commander or designee may require that employees remain in duty status during lunch time. Employees shall not leave the Jail Facility during the paid lunch period without obtaining prior approval by the Employer.

20.6 Employees assigned twelve (12) hour work shifts will have a normal work schedule consisting of thirteen (13) twelve (12) hour shifts per twenty-eight (28) day work period; and the equivalent of six (6) eight (8) hour or five (5) ten (10) hour days of training per year. There shall be no overtime as a result of working a normal twelve (12) hour work schedule. Employees who are assigned to eight (8) hour shifts will have a normal work schedule of five (5) consecutive shifts per seven (7) day work period. Employees who are assigned to ten (10) hour shifts will have a normal work schedule of four (4) consecutive

shifts per seven (7) day work period. Any work outside the normal work schedule is overtime/comp time.

20.7 For employees working twelve (12) hour shifts, the Employer provides employees one (1) twelve (12) hour Kelly day off per twenty-eight (28) day work period in exchange for six (6) (8) hour or five (5) ten (10) hour days of training time to take place throughout the year, paid at the regular pay rate, to be conducted on a squad's regular day off in a specified work period.

Employees earn twelve (12) hours of Kelly-time each work period, allowing them to take a full twelve (12) hour day off as Kelly-time off each work period. Kelly-time off will not be carried over from one (1) pay period to the next. Kelly-time off must be scheduled in advance and in coordination with the employees' supervisor to help ensure that employees get the Kelly-time off each pay period and to minimize the impact on coverage. Each squad will schedule Kelly time off in the same manner and on a rotating basis starting with the most senior employee then the next. Employees must work with their supervisors in scheduling the days off.

Each squad will have five (5) or six (6) designated training days each year, depending on the squad's training plan for that year. The training days will be designated annually at the first of the year to facilitate the squad's vacation scheduling, etc.

A make-up training day will also be identified for any squad member missing the specified training day. Employees will only be given one (1) opportunity for make-up. Failure to attend either the primary or make-up training will result in employees forfeiting one (1) hour of vacation for each hour of training missed, to be deducted from their paid leave bank; provided, however, that in the event of employee illness on the make-up training day, the employee may opt to have up to eight (8) hours of sick time deducted from their sick leave bank (in lieu of vacation), for one (1) missed make-up training day per calendar year.

20.8 There shall be no pyramiding of overtime and Kelly time. There shall be no automatically scheduled overtime as a result of normal twelve (12)-hour scheduling. Once Kelly time off is scheduled by the employee's supervisor and the employee has an unanticipated absence during the same work week (*i.e.*, sick leave), every effort will be made to allow the employee to take sick leave for the unanticipated absence rather than Kelly time.

Kelly time, instead of other paid leave, will be used for an employee's unanticipated absence by mutual agreement of the employee and their supervisor.

If rescheduling Kelly time off is needed to maintain staffing levels as determined by the Jail Commander or designee, absent mutual agreement, the Employer shall give the employee five (5) calendar days advance notice.

20.9 The Corrections Department will make every reasonable effort to ensure that an employee will receive a minimum of sixteen (16) hours off between scheduled shifts of eight (8) hours, or fourteen (14) hours off between scheduled shifts of ten (10) hours, or twelve (12) hours off between scheduled shifts of twelve (12) hours.

20.10 Subject to the approval of the Jail Commander or designee, Correctional Corporals and Sergeants may vote by a majority for rotating or permanent shift arrangements.

20.11 Compensatory time shall be administered in accordance with the Fair Labor Standards Act. Employees shall be allowed to accrue no more than forty (40) hours of compensatory time. An employee must use banked compensatory time off prior to using annual leave, except when an employee has accrued the maximum amount of annual leave allowed.

Any remaining compensatory time balances will be paid upon transfer to a new office/department, position, or at termination of employment, at the employee's then regular rate of pay.

20.12 If an employee is required to be present in court during their scheduled off work hours, such employee shall receive time and one-half (1.5x) pay for actual court time. If actual court time is less than four (4) hours, the employee also receives pay at the straight time rate up to the four (4) hours. Only the actual time worked will be utilized for purposes of calculating qualification for overtime in accordance with the overtime provisions of this Article.

20.13 Employees who are called in outside of their regular shifts to attend meetings will be paid for such meeting time with a minimum of two (2) hours for each such event at the overtime rate. Only actual time at the meeting will be used for calculation purposes in order to determine qualification for overtime in accordance with provisions of this Article.

20.14 Employees may change shifts when unforeseen circumstances arise provided they first request and receive approval from the Jail Commander or designee. Such exchange of shifts shall not constitute a basis for entitlement to overtime compensation.

20.15 All compensated time will count towards the overtime threshold.

20.16 Hourly Rates: When any situation arises involving compensation based upon hourly rates, the employee's regular hourly rate of pay will be obtained by dividing the sum of the employee's base salary plus all other regular pay by one hundred, seventy-three and one third (173-1/3).

20.17 Overtime Procedure: There will be two (2) overtime lists – a voluntary list and a mandatory list. At the beginning of each calendar year, the Employer will offer available overtime in seniority order, beginning with the most senior employee who has signed up on the voluntary overtime list. Thereafter, as employees accept or reject offers of overtime, the total number of offered overtime hours accumulated by each employee will be reflected on the call list, the purpose being the equalization of opportunity to work available overtime, as follows:

A. When overtime becomes available, qualified employees who have signed up for

voluntary overtime with the least number of accumulated hours will be contacted first, and so on down the list in the order of increasing accumulated hours. Unsuccessful attempts to contact employees will result in those employees being skipped for a given overtime offer but will not result in any accumulation of hours on the call list. In the event that nobody accepts a given offer of voluntary overtime, the supervisor will start calling the mandatory overtime list that includes all employees. The supervisor will start with the most junior qualified employee who will be required (mandatory) to work the shift or a portion of the shift. If that employee cannot be reached, the supervisor will continue down the list to the next most junior qualified employee who will be required (mandatory) to work the shift or a portion of the shift. This process of required overtime will continue as necessary in a progressive manner until everyone on the call list has been required to work a required overtime assignment before any most junior qualified employee is again required to work a required (mandatory) overtime assignment.

C. The voluntary overtime and required (mandatory) call lists are designed to be valid for a calendar year and will be reset each year on January 1st. In the event a qualified employee removes their name from the voluntary call list and at a later date desires to have their name placed back on the voluntary call list, or if a New Hire becomes qualified and asks to be added to the list, the employee will be inserted (or reinserted) onto the voluntary call list and credited with one (1) hour more than the employee on the list with the highest number of accumulated hours.

D. It is understood that for the purposes of this overtime procedure, an employee is deemed qualified for an overtime assignment if the employee has successfully completed the FTO Program; is qualified to work the assignment (*e.g.*, gender, armed, CDL, etc., requirements); and is in a classification at or above the available assignment (*e.g.*, Corrections Officer, Corporal, Sergeant, Lieutenant). Any given assignment of overtime will be at the direction of a supervisor or designee. It is understood that deviations from the order of the list shall only occur when there is no other reasonable recourse. No employee shall be deemed qualified for any available overtime assignment on a shift the employee is already scheduled to work, it being understood that an employee on the overtime call list will be offered overtime work according to this procedure while on vacation, unless said employee has indicated the desire to waive offers during vacation.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.1 The parties hereto recognize the need for fairness and justice in the adjudication of Union and Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.

21.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement, or written agreements between these parties modifying this Agreement.

21.3 Through the procedure as set forth in this Article, a grievance may be presented by an employee, the Union or the Employer. All grievances shall outline the facts supporting alleged violation(s) of the identified Articles of the collective bargaining agreement when presented to the other party A grievance brought by the Employer or the Union must be initiated at Step 2 of this Article.

21.4 Grievances may be heard at any time where practical and feasible.

21.5 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 Jail Commander or designee and the Union may extend the time limits by mutual agreement in writing. The term "working days" means Monday through Friday excluding holidays named in Article 18 of this Agreement.

21.6 No grievances, other than grievances initiated by the Employer or the Union, shall be valid unless said grievance is submitted at Step 1 within fifteen (15) working days from its occurrence. If a grievance is not presented within fifteen (15) working days from its occurrence, said grievance shall be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. If the Employer or Union does not respond within the specified time limits, that party shall lose the grievance.

21.7 The grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form to the employee's Jail Commander or designee within fifteen (15) working days from its occurrence. In recognition of, and in the spirit of, RCW 41.58.040(2) to resolve disputes as expeditiously as possible, the parties may agree to meet and attempt to settle the grievance within five (5) working days of the Management receiving the grievance, in which case management shall respond in writing within ten (10) working days after the conclusion of the meeting, whether or not resolved. If the parties do not meet, management shall respond in writing to the grievance within fifteen (15) working days after receiving the grievance.

Step 2:

If the grievance is not resolved to the satisfaction of the grievant at Step 1, then within fifteen (15) working days of the response in Step 1, above, the grievance shall be presented in writing to the Jail Commander or designee. Thereafter, the Jail Commander or designee shall respond in writing to the aggrieved employee and Union within fifteen (15) working days after receipt of the grievance.

A grievance filed by the Employer against the Union, or by the Union, must be initiated in writing at Step 2 and submitted to the Union Secretary Treasurer or the Jail Commander or designee, respectively, within fifteen (15) working days after the grieving

party knew or reasonably should have known of the event giving rise to the grievance.

As in Step 1, the parties may agree to meet and attempt to resolve the dispute within five (5) working days of the grievance being filed, in which case the respondent shall respond in writing within ten (10) working days after the meeting. If the parties do not meet, the written response is due within fifteen (15) working days after receiving the grievance.

Step 3:

(a) Final and Binding Arbitration: If the grievance has not been resolved at Step 2, the Union or the Employer may refer the dispute to final and binding arbitration.

(b) Notice – Time Limitation: The Union or the Employer shall notify the other in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 2 response.

(c) Arbitrator – Selection: After timely notice, the parties will select an arbitrator in the following manner:

(i) The parties shall attempt to select the arbitrator within twenty (20) calendar days after receipt of the written grievance at Step 3. Thereafter, the hearing of the matter shall be at the earliest possible date. If the parties cannot agree upon an arbitrator, the arbitrator will be selected through the procedure as provided for in Step 3 (c)(ii), below.

(ii) In the event either party does not agree on an 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 an arbitrator from the list of eleven (11), then the two (2) parties shall meet or confer by telephone. The non-grieving party shall elect to either strike one (1) name from the list (or defer the first strike to the grieving party) and communicate that striking party's choice to the other party. The non-striking party will then strike one (1) name from said 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 the 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 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:

(i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

(ii) The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or written agreements between the parties modifying, or to determine whether there has been a violation of the terms of this Agreement or written agreements between the parties modifying this Agreement by either the employee or the Union.

(iii) 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 (unless the respondent party in writing agrees to an amendment of the question at the conclusion of Step 2). 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.

(iv) In conducting hearings, 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.

(f) Arbitration Award – Damages – Expenses:

(i) Arbitration awards shall not be made beyond the date of the occurrence upon which the grievance is based, that date being fifteen (15) working days or less prior to the initial filing of the grievance.

(ii) The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.

(iii) The arbitrator shall not have authority to award punitive damages.

(iv) In the event that either party evaluates and determines that the arbitration award was made beyond the jurisdiction of the arbitrator, then and in that event, said award may be appealed to Superior Court within thirty (30) days, for a review of the record and not a *de novo* proceeding.

(v) Each party hereto shall pay the expenses of their own

representatives, witnesses, and other costs associated with the presentation of their case, including their own attorney fees, as well as one-half (1/2) the expenses of the arbitrator.

(vi) 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 22 – MEDICAL, HOSPITAL AND LIFE INSURANCE

22.1 Effective with the first payroll cycle following the date of last signature on this Agreement, the Employer agrees to pay ninety-five percent (95%) of the premiums for medical, dental, vision and life insurance, for the following plans and benefits:

A. Washington Teamsters Welfare Trust Plan B;
B. Washington Teamsters Welfare Trust Dental Plan A;
C. Washington Teamsters Welfare Trust Vision Plan EXT; and,
D. Washington Teamsters Welfare Trust Time Loss Plan; and
E Standard Insurance Company Basic Life Plan.

The Employer will pay ninety-five percent (95%) of the premiums for the above listed policies. The employee portion of five percent (5%) will be paid by payroll deduction. Any additional amounts necessary to pay insurance premiums for coverage elected by the employee shall be paid by the employee by payroll deduction (for example, if the employee elected voluntary term life insurance coverage, the employee will pay the additional monthly premium).

All employees must maintain life insurance through Employer plans. The Correctional Corporals and Sergeants bargaining unit, elected to have Twelve Thousand and No/100 Dollars ($12,000.00) face value life insurance coverage.

The percentages listed herein and the method for accomplishing the payment of the employee portion shall be the "status quo" during negotiations and mediation for a successor labor agreement; provided, however, neither party is precluded from proposing different percentage formulas and/or different approaches to insurance, and if the parties reach impasse on such insurance proposals in negotiations and mediation, then either party may advocate such position in an interest arbitration proceeding.

22.2 The Employer shall pay each month into the above plans on account of each regular full-time employee who was compensated forty (40) hours or more the previous calendar month. The eligibility of an employee for insurance benefits terminates at the end of any month that the employee fails to meet the eligibility and enrollment requirements as set forth in this Agreement or the insurance provider's plan documents. If the employee was compensated at least forty (40) or more hours during the last calendar month of employment, coverage extends through the end of the month following termination.

22.3 If the insurance company or companies or applicable brokers/agents notifies the Employer of changes in the benefits structure, benefit level and/or premium level, the Employer will notify Union of said changes. If the changes are mandated on the Employer, then the Employer will so notify the Union and the parties will meet for informational purposes. Thereafter, the Employer shall implement the mandated changes. If the changes are not mandated and if there are options for changes then the Employer will communicate with the Union to discuss these options and thereafter will implement the changes taking into consideration the interest of the Employer and the employees.

22.4 The parties agree that this contract does not spell out the coverage of medical insurance afforded the employees and that, therefore, the Employer will not be responsible for claims denied by carriers.

ARTICLE 23 – COMPENSABLE ON-THE-JOB INJURIES

Employees who may suffer a compensable on-the-job injury requiring their absence from work will be permitted to apply accumulated sick leave to the first three (3) work days of such absence less any State compensation which may be applicable. During the absence of such employee, said employee will be considered as being "on leave of absence -compensable injury" and as such the Employer will continue to pay up to the medical premium contributions for such time as the employee has sick leave and/or vacation leave available and during the period of Family and Medical Leave Act (FMLA) leave. If the employee runs out of sick leave and/or vacation leave then the employee will be responsible for paying the premiums either by payroll deductions or directly to the insurance carrier as determined by the Employer; provided, however, the Employer will continue to pay up to the medical premium contributions for three (3) months beyond exhaustion of sick leave and/or vacation leave. If the employee qualifies for time loss payments, then the employee shall apply their accumulated sick leave and/or annual leave toward the base wage difference between the time loss payment and the normal base wage for a normal workday. The employee must keep their supervisor informed of their status and prognosis for return to work on a regular basis, as determined by the supervisor.

ARTICLE 24 – DISCIPLINE AND DISCIPLINARY PROCEDURES

24.1 Just cause is inclusive of neglect of duty, inefficiency, insubordination, incompetence, insolence, tardiness, absenteeism, conviction of a crime which may affect work performance, malfeasance or misfeasance of job requirements, misconduct, violation of Employer and/or Corrections Department's rules and/or regulations, violation of no strike clause, conflict of interest between off-duty activities and job duties, abuse of sick leave and such other causes normally serving as a basis for discipline in labor and personnel relations.

24.2 Disciplinary action or measures shall include only the following:

A. Oral reprimand,
B. Written reprimand,

C. Suspension without pay,
D. Demotion,
E. Discharge.

24.3 The parties agree that progressive and escalating levels of discipline are preferable to provide an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline inclusive of field notes referencing oral warnings relating to misconduct; the order in which these criteria appear is not indicative of their priority. An employee may be suspended without pay when said employee has first received one (1) written warning relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions and options available to the Jail Commander or designee under this concept:

A. First offense ... oral reprimand, written reprimand.

B. Second offense ... written reprimand, suspension without pay.
C. Third offense ... written reprimand, suspension without pay, demotion, discharge. If the Jail Commander or designee determines that a suspension without pay is the appropriate level of discipline, forfeiture of vacation time for some or all of the period of suspension is available, provided this substitution is mutually agreeable to the parties.

24.4 Notwithstanding Section 26.3 above, the Jail Commander or designee may immediately suspend without pay or discharge an employee for a serious event which constitutes just cause for discipline and/or misconduct pursuant to the CBA.

24.5 The Employer may discipline an employee for just cause, but in no event may the Employer issue a complaint regarding an employee's work or conduct later than thirty (30) calendar days following the work, incident, or conduct which gave rise to the complaint, or later than thirty (30) calendar days of such work, incident or conduct being known to the Employer by way of investigatory proceedings, or later than thirty (30) calendar days from conclusion by the investigating agency of criminal investigatory proceedings, whichever occurs sooner.

24.6 Any employee who is under investigation for disciplinary action which may result in a permanent notation in their personnel file or which may result in suspension without pay, demotion or discharge, shall, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.

24.7 The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged

without just cause and without any recourse.

24.8 Any disciplinary action by a supervisor other than the Jail Commander or designee, except verbal reprimands, shall not be final unless affirmed in writing by the Jail Commander. Notations or copies of any such disciplinary action shall be sent to the Union at the time it is given to the employee.

24.9 Unless circumstances exist which warrant immediate suspension or discharge, the employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with the employee's immediate supervisor and the Jail Commander or designee, and be informed of the nature of the charges, and the facts supporting them. The employee shall be given an opportunity to respond to the charges, including a reasonable time (not to exceed ten (10) calendar days) to consult a Union representative.

24.10 An employee has the right to have a disciplinary action against them reviewed through the grievance procedure. The employee must file a grievance within ten (10) calendar days of the disciplinary action. If a grievance is sought, it shall proceed under the terms of the Agreement.

24.11 In the event of imminent dismissal of an employee, and the Employer determines an alternative to said dismissal is the employee's resignation, said employee will be provided up to one (1) business day to confer with the Union before having to respond to the offer of resignation.

24.12 Informal, private, non-Coaching and Counseling discussions/communications are not disciplinary discussion and are not grieveable: they cannot be recorded in the employee's personnel file, cannot be cited as an element of a prior, adverse record, and can be relied on only to show that the employee was made aware of their obligations and responsibilities.

24.13 Written or oral coaching and counseling communication is not discipline and is not subject to challenge through the grievance process and procedures.

ARTICLE 25 – LAYOFF AND RECALL

25.1 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.

The Employer agrees to notify the Union of any and all pending layoffs and agrees to meet with the Union to inform them of those positions which will be laid off prior to implementation of the layoff. Said notification and meeting shall not constitute an obligation to bargain about the decision nor shall it constitute an obligation to bargain about the effects of the layoff. The purpose of the notification and the meeting is strictly informational in nature. The Union does not waive their right to bargain the impacts of the Employer's decision.

25.2 The Employer shall give as much notice as practicably possible to designated employees but shall not be less than thirty (30) calendar days.

25.3 When the Employer determines that a layoff is necessary, then the Employer shall determine the number of employees and the affected classifications to be laid off. The Union representative will be notified of the number of employees and classifications designated for reduction as soon as said determination is made. When the Employer determines which employee(s) and classification(s) shall be laid off, the Employer will implement a layoff in accordance with the seniority provision (Article 30) of this Agreement.

25.4 Employees laid off will be eligible for reinstatement for a period of one (1) year. No new full-time employees shall be hired by the Employer until the Jail Commander or designee determines that available, qualified employees within the classification 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 five (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.

25.5 Employees recalled from layoff shall not lose previously accumulated time in service, provided all other provisions of this Article are complied with, including that the employees must be re-employed within one (1) year to retain these call-back rights and that the employee has successfully completed their one (1) year probationary period.

25.6 Employees laid off shall be compensated for unused accumulated annual leave and sick leave in accordance with the terms of this Agreement.

ARTICLE 26 – WAGE RATES AND OTHER COMPENSATIONS

26.1 Effective January 1, 2020, the Salary Schedule is reflected in the attached Appendix B. The Salary Schedule for 2020 shall be set utilizing a percentage increase above the Corrections Officer Salary Schedule.

A. The Corporals step 3 shall start at Five Percent (5%) above the top step Corrections Officer salary.

B. The Sergeant step 3 shall start at Thirteen Percent (13%) above the top step Corrections Officer salary.

This calculation and process shall be determined and established by the Benton County Commissioners Office.

Employer agrees to apply any COLA increase to this group, if any such agreement is reached with the Corrections Officer unit, represented by Teamsters Local 839, for 2021

and 2022.

Any retroactive pay increases are applicable only to those employees who are employed in a position covered by this collective bargaining agreement on the date of last signature on the Agreement. Employees who terminate employment for any reason prior to that date will not receive any pay increases.

26.2 The parties recognize that pension contributions made by Employer on behalf of employees in the bargaining unit to the Western Conference of Teamsters Pension Trust under Section 19.2 of this Agreement are a portion of the total economic wage package and are included in the salaries set forth in the Salary Schedule. Therefore, when comparable salaries are utilized, these pension contributions are included in the salaries. Likewise, when increases in the salary schedule are factored, these pension contributions are included in the salaries when any calculation is performed.

26.3 The pay plan shall be administered in accordance with the following provisions:

A. Pay Plan Progression: An employee will be placed at a step on the pay scale for their classification and for progression through the salary steps, a candidate must meet the following requirements for each step:

Step 1: Successful completion of twelve (12) months service at Step 2.

Step 2: Lateral hire or successful completion of twelve (12) months service at Step 3.

Step 3: New hire.

B. New Hires: Persons selected may be paid at a higher pay step, higher than Step 3, based on related experience, education and qualifications relating to the appropriate classifications subject to prior written determination and approval by the Jail Commander or designee and the Board of County Commissioners. Said determination and approval shall be final and binding on all parties.

If an employee begins at Step 3, then said employee shall remain at that step for a minimum of twelve (12) consecutive months or longer depending on whether the Employer determines that said employee has successfully completed their probationary period. It is understood that the step increase from Step 3 to Step 2 does not affect the length of the probationary period for new employees.

C. Subsequent Pay Steps: In order to be eligible for subsequent steps from Step 3 to Step 1, an employee shall serve a minimum of twelve (12) consecutive months within a step before becoming eligible to move to the next step; and eligibility for movement shall be subject to successful job performance documented in a written performance evaluation.

D. Promotions: Promotions are subject to the determination of the Jail Commander

or designee. Employees will receive the starting rate/step of the new classification when promoted and will be given a new anniversary date.

E. Demotions: An employee who moves to a lower pay grade shall move to the step in the lower grade that results in the smallest decrease in pay, except when the demotion is associated with disciplinary action. The employee will be given a new anniversary date.

ARTICLE 27 – LEAVE OF ABSENCE WITHOUT PAY

27.1 An employee may be granted leave of absence without pay not to exceed three (3) months. An employee must request such leave from the Jail Commander or designee. Said Jail Commander or designee 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 the Jail Commander or designee shall reach a mutually acceptable agreement with regard to the date of return and work position to which the employee will return. Leave of absence without pay shall not be authorized in any case where such leave shall operate to the detriment of the Corrections Department's service. Except for illness, employees may not use leave without pay for vacation or other short-term absences resulting from not having sufficient leave banked.

27.2 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, vacation and sick leave do not accrue, and the employee's anniversary date will be adjusted accordingly.

27.3 Other than a disciplinary suspension without pay, no leave without pay will be granted to any employee until they have first utilized all vacation leave accruals and, if applicable to the reason for the leave, sick leave accruals. Such leave will not be granted for purpose of the employee gaining personal advantage or profit.

27.4 If the Employer determines that there is a need for such information, the employee shall present satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work.

ARTICLE 28 – 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 and shall constitute grounds for disciplinary action inclusive of discharge/termination. Unauthorized absences from duty for three (3) consecutive days will constitute a basis for discharge. The Personnel Action Form shall be used in applying for any leave.

ARTICLE 29 – SENIORITY PROVISION

"Seniority" as used in this Agreement means all service under this Agreement since the last date of hire. Preference in vacation scheduling, overtime, and layoff shall be determined by seniority, except as provided by Article 21.16 (Overtime Procedure). The Employer will provide the Union with a copy of an up-to-date seniority list when requested.

An employee will lose seniority rights by and/or upon:

A. Resignation;
B. Discharge for just cause;
C. Retirement;
D. Layoff of more than one year; and/or
E. Failure to respond to recall of employment.

ARTICLE 30 – TYPES OF EMPLOYMENT

Regular Employee: All employees in the bargaining unit working full-time other than temporary employees.

Full-time Employee: An employee working forty (40) hours per work week.

Probationary Employee: An employee shall be on probation during the first twelve (12) months of employment. The probationary employee may either be terminated without cause and without recourse or the probationary period may be extended for up to another six (6) month period as determined by the Employer. If the employee is granted a leave of absence during the probationary period, the time equal to the total time on such leave of absence shall be added to the probationary period.

Temporary Employee: An employee hired to fill a position either full-time not to exceed five (5) consecutive calendar months or five (5) calendar months in a calendar year. Temporary employees shall not be entitled to the fringe benefits described within this Agreement (*i.e.*, insurance, etc.), except that temporary employees are eligible for the Teamsters Pension as provided in Section 19.2.

ARTICLE 31 – NON-DISCRIMINATION

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. Allegations of violation of these terms shall be processed through the existing Benton County Anti-Discrimination procedures and shall not be grievable under the grievance provisions of this Agreement.

No employee will be required to support or to make a contribution to a political party and/or candidate for political office.

ARTICLE 32 – 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. This committee shall consist of up to three (3) union members chosen by the union and three (3) management members chosen by management.

The Labor Management Committee may schedule meetings at mutually agreeable times, generally every two (2) months. Upon ratification of this Agreement, the parties shall meet to form their committee and to work out all details pertaining to the functioning of the committee. Management and employees may raise any issue of concern to them in a Labor Management Committee meeting. However, 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 33 – LEAVE SHARING

33.1 The purpose of the program is to allow an employee to transfer a 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, injuries or a qualifying event/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.

33.2 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.

33.3 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 Jail Commander or designee. Each request shall include:

i. The amount of Annual Leave to be transferred (in full-hour increments);

ii. The names, signatures, and departments (if applicable) 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 Jail Commander or designee. If the transfer is approved, the Jail Commander or designee shall sign the request and the request shall be submitted to the Auditor's Office for processing, with a copy to the Human Resources Department.

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.

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 employees donating leave will be kept confidential and will not be released for any reason.

ARTICLE 34 – OPEN POSITIONS/VACANCY / PROMOTIONS

34.1 Notices of opening(s) (or vacancies) and new positions covered by this Agreement shall be posted on the Employer's web site. The notice will contain a description of the job opening, the required qualifications and will be posted (open) for a period of ten (10) calendar days. Employees wishing to make application through the submission of a letter of interest for the initial testing must do so within such period.

34.2 When a vacancy/opening exists in a care and custody position, assignments will be made

from a pool of candidates who have submitted a letter of interest. In order to submit a letter of interest, candidates must possess the qualifications necessary to perform the essential functions of the job vacancy/opening.

34.3 Support supervisor positions shall be chosen from a list of candidates who have submitted a letter of interest. Vacancy notices will be posted on the Employer's web site Corrections Department's bulletin boards for ten (10) calendar days. If no letters of interest are submitted, the Employer will assign an appropriately qualified employee.

ARTICLE 35 – TERM OF AGREEMENT

35.1 This Agreement shall become effective January 1, 2020 except as otherwise indicated in this Agreement and shall remain in effect until the 31st of December 2022.

35.2 If the parties have not reached agreement pursuant to the provisions of the article pertaining to contract negotiations, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from the PERC shall be advisory only and not binding on either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives and are bound by the terms and conditions of this Agreement.

BENTON COUNTY CORRECTIONS DEPARTMENT

Scott Souza, Jail Commander

Date: 1/21/2020

TEAMSTERS LOCAL NO. 760

Leonard J. Crouch,
Secretary Treasurer

Date: 1.21.2020

BENTON COUNTY BOARD OF COMMISSIONERS

Chair

Member

Member

Attest:

Clerk to the Board

Date:

Approved as to Form:

Stephen J. Hallstrom
Deputy Prosecuting Attorney

ORIGINAL

APPENDIX A

A. EDUCATIONAL BONUS: Employees who present to the Jail Commander or designee evidence of satisfactory completion of a two (2) year Associate Degree from an accredited institution, will have the sum of One Percent (1.0%) added to their base monthly salary. Employees who present to the Jail Commander or designee evidence of satisfactory completion of a four-year degree from an accredited institution will have the sum of Two Percent (2.0%) added to their base monthly salary.

B. SERVICE PAY: Full-time employees shall receive compensation in addition to base salaries, depending on their length of service with the Benton County Corrections Department including years of continuous service with the Benton County Sheriff's Office, the following credit for each year of service up to a maximum of fifteen (15) years excluding the probationary period. Service pay will be adjusted annually according to the employee's date of hire with the Benton County Corrections Department including years of continuous service with the Benton County Sheriff's Office in corrections:

$10.00 for each year of service.....$150 maximum per month

C. DAYLIGHT SAVING TIME: For employees who actually work during the daylight-saving time conversion in the spring, one (1) hour of Kelly time off will be deducted during the same work week. For employees who actually work during the daylight savings time conversion in the fall, one (1) hour of Kelly time off will be granted during the same work week. If Kelly time off cannot be arranged during the particular work week, the Jail Commander or designee may elect to authorize accrual of one and one-half (1.5) hours of compensatory time in lieu of Kelly time off.

E. PREMIUM PAY – ERT: ERT Supervisor will receive Fifty and No/100 Dollars ($50.00) pay per month, in addition to any other specialty pay the employee receives.

G. UNIFORM ALLOWANCE AND EQUIPMENT PROVISIONS: Uniforms will be of a style determined by the Employer. The Employer may set required standards for uniform style, make-up, components, condition, and appearance. Two (2) uniform cleanings per week will be provided. The brand and type of boot will be determined by the Employer, who may opt to authorize employees to purchase their own boots and have the cost (up to a set dollar amount) reimbursed by the Employer.

H. SPANISH INTERPRETERS: The Employer will provide a premium pay of Two Percent (2.0%) per month for each employee who has been assigned by the Jail Commander or designee to be a Spanish interpreter and who has been certified as a Spanish interpreter in accordance with the certification requirements determined by the Jail Commander or designee. The number of employees assigned as Spanish interpreters may be changed by the Jail Commander or designee at any time, and the Jail Commander or designee may remove an employee from such assignment at their discretion.

To receive this premium pay, an employee must request assignment by the Jail Commander or designee and meet certification requirements determined by the Jail Commander or designee at that time. Following approval by the Jail Commander or designee, the employee may take the certification test. The employee must pay the test-taking fee directly to the testing agency before taking the test. If the employee successfully passes the test, the Employer will reimburse the employee for the test-taking fee, and the employee will be assigned as a Spanish interpreter. To receive this premium pay, the employee must be assigned as a Spanish interpreter for at least fourteen (14) days in the pay period.

APPENDIX B

2020 SALARY SCHEDULE

2020
Agreement by and between
Board of Benton County Commissioners
and
Teamsters Local 760
Warehousemen, Garage Employees, and
Helpers Union

COVERING CORRECTIONAL CORPORALS, SERGEANTS, AND THE SECURITY SUPERVISOR(S) TEAMSTERS

Title/Step	TIG (months)	January 1, 2020
Corporal		
1	24	6,314
2	12	6,160
3	0	6,010
Sergeant		
1	24	6,795
2	12	6,630
3	0	6,468

Commissioners' Office - 01/20

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date:	**Execute Agreement**	__X__	**Consent Agenda**	__X__
Next Available	**Pass Resolution**	__X__	**Public Hearing**	_____
	Pass Ordinance	_____	**1st Discussion**	_____
Subject:	**Pass Motion**	_____	**2nd Discussion**	_____
First Amendment to contract No. K3904 with the Washington State Health Care Authority	**Other**	_____	**Other**	_____
Prepared by: Deena Horton, Admin Asst - DHS **Reviewed by:** Kyle Sullivan, Administrator-DHS				

BACKGROUND INFORMATION

The Washington State Health Care Authority contracts with Benton and Franklin Counties Department of Human Services to provide Prevention Services.

The purpose of this First Amendment is to increase the contract amount for Partnerships for Success 2018 (PFS2018) by $15,220.00 for the Kennewick Coalition and $8,588.00 for the Benton City Coalition and for State Opioid Response (SOR) by $28,640.00 for the Kennewick Coalition and $30,280.00 for the Benton City Coalition. The Amendment will be effective July 1, 2019 to September 29, 2019.

The delay in execution is a result of receiving the contract from the Health Care Authority on December 9, 2019.

COORDINATION

Eric Andrews—BCPA
Kyle Sullivan—DHS
Mari Clark—DHS

SUMMARY

Award: $82,728.00
Period: July 1, 2019 through September 29, 2019
Funding Source: Washington State Health Care Authority

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this First Amendment is provided by the Health Care Authority. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a maximum program agreement amount of $82,728.00.

MOTION

Move to approve signing The First Amendment to Health Care Authority Contract No. K3904, and to authorize the Chair to sign of behalf of the Board.

Kyle Sullivan, Administrator
Benton & Franklin Counties
Department of Human Services

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER EXECUTING THE FIRST AMENDMENT TO HCA CONTRACT NO. K3904 BETWEEN WASHINGTON STATE HEALTH CARE AUTHORITY (HCA) AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES

WHEREAS, Washington State Health Care Authority contracts with Benton and Franklin Counties Department of Human Services to provide Prevention Services; and

WHEREAS, the purpose of this First Amendment is to increase the contract amount for Partnerships for Success 2018 (PFS2018) by $15,220.00 for the Kennewick Coalition and $8,588.00 for the Benton City Coalition and for State Opioid Response (SOR) by $28,640.00 for the Kennewick Coalition and $30,280.00 for the Benton City Coalition;

WHEREAS, the Contract Amendment will be effective July 1, 2019 to September 29, 2019; NOW, THEREFORE

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and they hereby is, authorized to sign, on behalf of Benton County, The First Amendment to HCA Contract Number: K3904 between Washington State Health Care Authority and Benton and Franklin Counties Department of Human Services; to increase the contract amount for Partnerships for Success 2018 (PFS2018) by $15,220.00 for the Kennewick Coalition and $8,588.00 for the Benton City Coalition and for State Opioid Response (SOR) by $28,640.00 for the Kennewick Coalition and $30,280.00 for the Benton City Coalition; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and will be effective to September 29, 2019.

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

_____
Chairman of Board

_____
Member

_____
Member

Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Originals: Benton County Commissioners, Human Services D. Horton

Washington State Health Care Authority	**CONTRACT AMENDMENT**	HCA Contract No.: K3904 Amendment No.: 01

THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.

CONTRACTOR NAME	**CONTRACTOR doing business as (DBA)**
Benton County	
CONTRACTOR ADDRESS 7102 West Okanogan Place, Ste 201 Kennewick, WA 99336	**WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)**

WHEREAS, HCA and Contractor previously entered into a Contract for obtaining Community Prevention and Wellness Initiative (CPWI) Prevention Services in order to increase capacity to implement direct and environmental substance use prevention services in high need communities qualified to immediately implement identified evidence-based practices and programs to prevent and reduce the misuse and abuse of alcohol, tobacco, marijuana, opioids, and other drugs and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to award funding to increase capacity for coalitions to implement prevention programming in their community as outlined in the coalition's strategic/action plan;

NOW THEREFORE, the parties agree the Contact is amended as follows:

1. The Contractor shall implement all programs as approved by HCA/DBHR in the proposed action plan.

2. Total consideration payable to the Contractor for this Amendment for timely and satisfactory performance of the work is based on the following:

   A. The source of the funds are:

      1) Partnerships for Success 2018 (PFS 2018) CFDA#93.243

         a. Period of Performance is July 1, 2019 through September 29, 2019

         b. Kennewick: $15,220.00

         c. Benton City: $8,588.00

      2) State Opioid Response (SOR) CFDA#93.288

         a. Period of Performance is July 1, 2019 through September 29, 2019

         b. Kennewick: $28,640.00

AWARD AND REVENUES
2019-2021 Biennium

CONTRACTOR NAME: Benton County

CONTRACT NUMBER: K3904-01

COUNTY: Benton

COMMUNITY/COALITION: Benton City

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

REVENUE SOURCE CODE:	TYPE OF SERVICE	AWARD AMOUNTS		
		SFY20	SFY21	Total 19-21 Biennium
333.99.59	**SABG Prevention** *(7.1.19-6.30.21)*	$	$	$
334.04.6X	**GF-State- Admin** (for SABG Prevention)	$	$	$
334.04.6X	**Dedicated Marijuana Account-Fund 315-State**	$	$	$
333.92.43	**2018 PFS-Total**	$49,265	$10,500	$59,765
	Year 1 FFY19 (7.1.19-9.29.19)	$17,915		
	Year 2 FFY20 (9.30.19-9.29.20)	$31,350	$10,500	
333.92.43	**2013 PFS No Cost Extension** (7.1.19-9.29.19)	$	$	$
333.37.88	**SOR-Total**	$96,648	$17,050	$113,698
	Year 1 FFY19 (7.1.19-9.29.19)	*$45,498*		
	Year 2 FFY20 (9.30.19-9.29.20)	*$51,150*	$17,050	
333.37.88	**SOR Supplemental-Total**	$	$	$
	Year 1 FFY19 (7.1.19-9.29.19)	*$*		
	Year 2 FFY20 (9.30.19-9.29.20)	*$*	$	
333.37.88	**STR No Cost Extension-Total** *(8.15.19-4.30.20)*	$	$	$
	Total Federal Funds	$ 145,913	$27,550	$173,463
	Total State Funds	$0	$0	$0
	TOTAL ALL AWARDS	$145,913	$27,550	$ 173,463

Federal CFDA:

Substance Abuse Block Grant (SABG), CFDA 93.959, Substance Abuse and Mental Health Services Administration (SAMHSA)
Funding period(s): 7.1.19-6.30.21; Funds may be used in SFY 20 or 21 up to the total biennium award as indicated above.

General Fund State (GF-S), Admin (for SABG Prevention)
Funding period(s): 7.1.19-6.30.20 (SFY 20) and 7.1.20-6.30.21 (SFY 21); Funds must be used only in the SFY in which they are awarded as indicated above.

Dedicated Marijuana Account (DMA) Fund 315 State.
Funding period(s): 7.1.19-6.30.20 (SFY20) and 7.1.20-6.30.21 (SFY 21); Funds must be used only in the SFY in which they are awarded as indicated above.

2018 Partnerships for Success (PFS), CFDA 93.243, Substance Abuse and Mental Health Services Administration (SAMHSA)
Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used only in the FFY in which they are awarded as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

2013 PFS, Partnerships for Success (PFS) No Cost Extension
Funding period 7.1.19-9.29.19; Funds must be used in this time period

State Opioid Response (SOR), CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)
Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used in the FFY in which they are awarded, as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

State Opioid Response (SOR) Supplemental, CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)
Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used in the FFY in which they are awarded, as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

State Targeted Response (STR) to the Opioid Crisis No Cost Extension, CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)
Funding period 8.15.19-4.30.20; Funds must be used in this time period.

AWARD AND REVENUES
2019-2021 Biennium

CONTRACTOR NAME: Benton County

CONTRACT NUMBER: K3904-01

COUNTY: Benton

COMMUNITY/COALITION: Kennewick

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

REVENUE SOURCE CODE:	TYPE OF SERVICE	AWARD AMOUNTS		
		SFY20	SFY21	Total 19-21 Biennium
333.99.59	**SABG Prevention** *(7.1.19-6.30.21)*	$	$	$
334.04.6X	**GF-State- Admin** (for SABG Prevention)	$	$	$
334.04.6X	**Dedicated Marijuana Account-Fund 315-State**	$	$	$
333.92.43	**2018 PFS-Total**	$55,897	$10,500	$66,397
	Year 1 FFY19 (7.1.19-9.29.19)	$24,547		
	Year 2 FFY20 (9.30.19-9.29.20)	$31,350	$10,500	
333.92.43	**2013 PFS No Cost Extension** (7.1.19-9.29.19)	$	$	$
333.37.88	**SOR-Total**	$95,008	$17,050	$112,058
	Year 1 FFY19 (7.1.19-9.29.19)	*$ 43,858*		
	Year 2 FFY20 (9.30.19-9.29.20)	*$51,150*	$17,050	
333.37.88	**SOR Supplemental-Total**	$	$	$
	Year 1 FFY19 (7.1.19-9.29.19)	*$*		
	Year 2 FFY20 (9.30.19-9.29.20)	*$*	$	
333.37.88	**STR No Cost Extension-Total** *(8.15.19-4.30.20)*	$	$	$
	Total Federal Funds	$ 150,905	$27,550	$178,455
	Total State Funds	$0	$0	$0
	TOTAL ALL AWARDS	$150,905	$27,550	$ 178,455

Federal CFDA:

Substance Abuse Block Grant (SABG), CFDA 93.959, Substance Abuse and Mental Health Services Administration (SAMHSA)
Funding period(s): 7.1.19-6.30.21; Funds may be used in SFY 20 or 21 up to the total biennium award as indicated above.

General Fund State (GF-S), Admin (for SABG Prevention)
Funding period(s): 7.1.19-6.30.20 (SFY 20) and 7.1.20-6.30.21 (SFY 21); Funds must be used only in the SFY in which they are awarded as indicated above.

Dedicated Marijuana Account (DMA) Fund 315 State.
Funding period(s): 7.1.19-6.30.20 (SFY20) and 7.1.20-6.30.21 (SFY 21); Funds must be used only in the SFY in which they are awarded as indicated above.

2018 Partnerships for Success (PFS), CFDA 93.243, Substance Abuse and Mental Health Services Administration (SAMHSA)
Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used only in the FFY in which they are awarded as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

2013 PFS, Partnerships for Success (PFS) No Cost Extension
Funding period 7.1.19-9.29.19; Funds must be used in this time period

State Opioid Response (SOR), CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)
Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used in the FFY in which they are awarded, as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

State Opioid Response (SOR) Supplemental, CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)
Year 1 funding period: 7.1.19-9.29.19; Year 2 funding period: 9.30.19-9.29.20; Funds must be used in the FFY in which they are awarded, as indicated above. Beginning 9.30.19, funds in year 1 may be used in SFY 20 or SFY 21, until 9.29.20.

State Targeted Response (STR) to the Opioid Crisis No Cost Extension, CFDA 93.788, Substance Abuse and Mental Health Services Administration (SAMHSA)
Funding period 8.15.19-4.30.20; Funds must be used in this time period.

Benton County Commissioner Chair	Printed Name and Title	Date Signed

Approved as to form:

Eric Andrews
Benton County Prosecuting Attorney's Office

Approved as to content:

Kyle Sullivan
Administrator, Human Services

HCA Prevention Services
County Agreement #K3904
First Amendment

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date:	**Execute Agreement**	__X__	**Consent Agenda**	__X__
Subject: Grant Agreement #2020-HHAA-GW between Benton Franklin Counties Department of Human Services and Goodwill Industries.	**Pass Resolution**	__X__	**Public Hearing**	_____
	Pass Ordinance	_____	**1st Discussion**	_____
	Pass Motion	_____	**2nd Discussion**	_____
Prepared by: Mari Clark, Contract Manager	**Other**	_____	**Other**	_____
Reviewed by: Kyle Sullivan, Administrator-DHS				

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to contract with Goodwill Industries, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

COORDINATION

Eric Andrews, BCPA
Kyle Sullivan, DHS
Mari Clark, DHS

SUMMARY

Award: $100,275.00
Period: January 1, 2020 through December 31, 2020
Funding Source: Homeless Housing and Assistance Fund 0154101

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget: All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $ 100,275.00

MOTION

To approve signing Grant Agreement #2020-HHAA-GW between Benton and Franklin Counties Department of Human Services and Goodwill Industries, and to authorize the Chair to sign of behalf of the Board.

Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2020-HHAA-GW BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton and Franklin Counties Department of Human Services would like to contract with Goodwill Industries to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents who reside in Benton County at and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks; NOW, THEREFORE

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2020-HHAA-GW between Benton and Franklin Counties Department of Human Services and Goodwill Industries, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness, for a Consideration amount of $100,275.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2020 and shall expire on December 31, 2020.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

D, Horton

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2020 HHAA – GW

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **Goodwill Industries of the Columbia, Inc.**, a Washington State Not-For-Profit Corporation, with its principal offices at 815 N. Kellogg St. Ste. A, Kennewick, WA 99336 (hereinafter "Contractor").

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

Contractor's Contact Information/Authorized Representative:
Ken Gosney, Executive Director
Goodwill Industries of the Columbia, Inc
815 N. Kellogg, Ste. A
Kennewick, WA 99336
Phone: (509) 735-7238
Fax: (509) 783-8266
E-Mail: kgosney@goodwillotc.org

Agreement Start Date ..... January 1, 2020
Agreement End Date..... December 31, 2020
Unless this Agreement is terminated sooner as set forth herein.

Consideration..... Benton County $100,275.00

Exhibit A..... Budget
Exhibit B..... Partnership Participation Agreement
Exhibit C ..... Housing Resource Center Guidelines

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

For the Contractor:

K Gosney

Title: Executive Director Date 1/8/20

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, the last night prior to applying for assistance within Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton and Franklin Counties' Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;
b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;
c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;
d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;
e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).
f. At imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. **Short-term Shelter and/or Services Provided to Persons Living on the Street.** In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. **Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter.** Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Ten-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social

security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington**[EA1][SB2] **homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

[EA3][SB4]

2. STATEMENT OF WORK

2.1. Benton and Franklin Counties' Homeless Housing and Assistance Program – Description: In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless who reside in Benton County and who are found to meet the program's eligibility and documentation requirements.

2.2. Rapid Rehousing/Homeless Prevention Direct Service Vouchers: In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to one hundred eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 180 needs to be approved by the county in writing.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit in order for clients to move into a new unit.

2.3 Eligible Supportive Services Expenses: In accordance with RCW 43.185C.050 and as identified within the Ten-Year Homeless Housing Plan for Benton and Franklin Counties, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).

- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

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

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

   7.1. **Supportive Service Report**:

   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. **CLIENT ELIGIBILITY REQUIREMENTS**

a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. CLIENT FILES: All client files shall include:

- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
- Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
- Correspondence related to each client;
- Verification and documentation of each client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

11. CLIENT RIGHTS

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. INTERAGENCY COOPERATION: Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. ORGANIZATIONAL DESIGN: The Contractor shall document:

- a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
- how staff training, experience, and expertise relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton and Franklin Counties' Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton and Franklin Counties' Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. AMENDMENT: This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. ASSIGNMENT/DELEGATION/SUBCONTRACTING: The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

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 Agreement.

17. AUDIT REQUIREMENT: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit

period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

- **Non-Discrimination:** The Contractor and its assignees, delegates, and subcontractors shall not unlawfully discriminate against any person in the performance of any of their obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

19. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

20. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

21. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public

Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

22. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

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

24. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

25. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

26. **INDEMNIFICATION:** 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 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 benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

    The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, error or omission, or breach of any common law, statutory, or other delegated duty by the Contractor or the Contractor's employees, agents, or subcontractors.

27. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an

officer, employee, or agent of the Benton and Franklin Counties' Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and Franklin Counties' Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

28. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

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

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

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

    Specific limits required:

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

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

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

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

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

35. **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 address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. **ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

    a. Applicable federal, state, and local law, regulations, rules, and ordinances.
    b. This Agreement, including all documents attached to or incorporated by reference.

37. **OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. **PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. **RECORDS MAINTENANCE AND INSPECTION:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are 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 Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton and Franklin Counties; Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

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

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTE**[EA5][SB6]**S:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the County's Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services [EA7]authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold[EA8][SB9] some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement[EA10].

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect,

maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

52.1. RAPID REHOUSING/EVICTION PREVENTION

a. **Direct Service Vouchers – Rapid Rehousing** are eligible for reimbursement for direct expenses provided during each month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $40,000.00 during the term of this Agreement.

b. **Direct Service Vouchers – Homeless Prevention** are eligible for reimbursement for direct expenses provided during each month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $38,000.00 during the term of this Agreement

c. **Program Supportive Services** eligible for reimbursement may be billed per month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $17,500.00 during the term of this Agreement.

d. **Administrative Costs** eligible for reimbursement may be billed at five percent (5%) of the total amount of Direct Service Vouchers and Program Supportive Services expenses in each month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $4775.00 during the term of this Agreement.

53. **BILLING PROCEDURES:** The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. **PAYMENT PROVISIONS**

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;

- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses[EA11].

Goodwill Industries of the Columbia, Inc. **Exhibit A**
2020-HHAA-GW
Benton County
January 1, 2020 - December 31, 2020

Rental Assistance	Computation	Cost
Rapid Rehousing	Up to 6 months of rental assistance at FMR Utility Deposits, Security Deposits and App Fees	$40,000.00
Homeless Prevention	Up to 3 months rent in arrears and 3 months FMR moving forward Utility Deposits, Security Deposits, and App Fees	$38,000.00
Program Support Services	Case management support services	$17,500.00
Administration	5% of operations and program support services	$4,775.00
Total		$100,275.00

Exhibit B

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

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

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

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

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

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BFDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of Goodwill Industries of the Columbia I, Ken Gosney, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton and Franklin Counties Department of Human Services Housing Resource Center.

K Gosney 1/8/20
Agency Representative and Date

Benton and Franklin Counties Department of Human Services Representative

Benton & Franklin Counties
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-4 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring of 5 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 4 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

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

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.

- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC will provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

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

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in CEC (CES Evaluation Committee)
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

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

- All information will be scanned into each household's HMIS profile.

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

System Evaluation

System evaluations will be performed annually and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

CES Evaluation Committee (CEC)

Benton and Franklin Department of Human Services will hold CEC quarterly to discuss and evaluate HRC. This gives an opportunity to provide feedback, what is working, resolve issues and conflicts and suggest improvement for the program. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

Changes to Guidelines

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

Contact Information

Mari Clark
Housing Program Specialist
Email: Mari.Clark@co.benton.wa.us
Phone: (509) 737-3902

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date:	**Execute Agreement**	__X__	**Consent Agenda**	__X__
	Pass Resolution	__X__	**Public Hearing**	_____
Subject:	**Pass Ordinance**	_____	**1st Discussion**	_____
Grant Agreement #2020-HHAA-CBVC between Benton Franklin Counties Department of Human Services and Columbia Basin Veterans Coalition.	**Pass Motion**	_____	**2nd Discussion**	_____
	Other	_____	**Other**	_____
Prepared by: Mari Clark, Contract Manager				
Reviewed by: Kyle Sullivan, Administrator-DHS				

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to contract with Columbia Basin Veterans Coalition, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

COORDINATION

Eric Andrews, BCPA
Kyle Sullivan, DHS
Mari Clark, DHS

SUMMARY

Award: $68,785.00
Period: January 1, 2020 through December 31, 2020
Funding Source: Homeless Housing and Assistance Fund 0154101

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $ 68,785.00

MOTION

To approve signing Grant Agreement #2020-HHAA-CBVC between Benton and Franklin Counties Department of Human Services and Columbia Basin Veterans Coalition, and to authorize the Chair to sign of behalf of the Board.

Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2020-HHAA-CBVC BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND COLUMBIA BASIN VETERANS COALITION, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton and Franklin Counties Department of Human Services would like to contract with Columbia Basin Veterans Coalition to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents who have reside in Benton County and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks; NOW, THEREFORE

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2020-HHAA-CBVC between Benton and Franklin Counties Department of Human Services and Columbia Basin Veterans Coalition, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness, for a Consideration amount of $68,785.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2020 and shall expire on December 31, 2020.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners D, Horton

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2020 HHAA – CBVC

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **CBVC**, a non-profit corporation, with its principal offices at 1600 North 20th Avenue, Suite A, Pasco, WA 99301, (hereinafter "Contractor").

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

Contractor's Contact Information/Authorized Representative:
Joetta Rupert, Director
Columbia Basin Veterans Coalition
1600 North 20th Avenue, Ste. A
Pasco, WA 99301
Phone: (509) 545-6558
Fax: (509) 545-7522
E-Mail: Joetta@veterancoalition-cb.org

Agreement Start Date ..... January 1, 2020
Agreement End Date.....December 31, 2020
Unless this Agreement is terminated sooner as set forth herein.

Consideration.....Benton County $68,785

Exhibit A..... Budget
Exhibit B.....Partnership Participation Agreement
Exhibit C ..... Housing Resource Center Guidelines

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

For the Contractor:
Joetta Rupert
Title: EXEC. DIRECTOR Date 1/9/2020

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:
Department of Human Services

Approved as to Form:
Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, the last night prior to applying for assistance within Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton and Franklin Counties' Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' Five-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;

b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;

c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;

d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;

e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

f. At imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. **Short-term Shelter and/or Services Provided to Persons Living on the Street.** In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. **Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter.** Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Five-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social

security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

2. STATEMENT OF WORK

2.1. **Benton and Franklin Counties' Homeless Housing and Assistance Program – Description:** In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless residents, or those at risk thereof, who reside in Benton County who are found to have met the program's eligibility and documentation requirements. The Veterans Emergency Short Term Rental Assistance (VESTRA) program shall serve Veterans and their families in Benton County.

2.2. **Rapid Rehousing/Homeless Prevention Direct Service Vouchers:** In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to one hundred eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 180 needs to be approved by the county in writing.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit in order for clients to move into a new unit.

2.3 **Eligible Supportive Services Expenses:** In accordance with RCW 43.185C.050 and as identified within the Five-Year Homeless Housing Plan for Benton and Franklin Counties, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).

- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Five-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

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

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

   7.1. Supportive Service Report:

   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to

children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. CLIENT ELIGIBILITY REQUIREMENTS

a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. CLIENT FILES: All client files shall include:

- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
- Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
- Correspondence related to each client;
- Verification and documentation of each client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

11. CLIENT RIGHTS

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. INTERAGENCY COOPERATION: Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. **ORGANIZATIONAL DESIGN**: The Contractor shall document:
    - a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
    - how staff training, experience, and expertise relate to the needs of participants and the program's mission;
    - that it is able to account for and manage public funds;
    - an administrative/organizational structure that clearly defines responsibilities; and
    - that it involves participants in policy development and the impact this has had on the program.

14. **OTHER REQUIREMENTS**:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton and Franklin Counties' Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton and Franklin Counties' Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. **AMENDMENT:** This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. **ASSIGNMENT/DELEGATION/SUBCONTRACTING:** The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

    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 Agreement.

17. **AUDIT REQUIREMENT**: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and

use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

- **Non-Discrimination:** The Contractor and its assignees, delegates, and subcontractors shall not unlawfully discriminate against any person in the performance of any of their obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

19. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

20. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

21. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential,

proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

22. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

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

24. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

25. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

26. **INDEMNIFICATION:** 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 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 benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

    The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, error or omission, or breach of any common law, statutory, or other delegated duty by the Contractor or the Contractor's employees, agents, or subcontractors.

27. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an officer, employee, or agent of the Benton and Franklin Counties' Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and Franklin Counties' Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

28. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

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

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

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

    Specific limits required:

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

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

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

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

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

35. **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 address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. **ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

    a. Applicable federal, state, and local law, regulations, rules, and ordinances.
    b. This Agreement, including all documents attached to or incorporated by reference.

37. **OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. **PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. **RECORDS MAINTENANCE AND INSPECTION:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are 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 Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services

provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton and Franklin Counties; Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

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

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTES:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the County's Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the

County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

52.1. RAPID REHOUSING/EVICTION PREVENTION

a. **Direct Service Vouchers – Rapid Rehousing** are eligible for reimbursement for direct expenses provided during each month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $36,000.00 during the term of this Agreement.

b. **Direct Service Vouchers – Homeless Prevention** are eligible for reimbursement for direct expenses provided during each month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $1,680.00 during the term of this Agreement.

c. **Program Supportive Services** eligible for reimbursement may be billed per month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $27,825.00 during the term of this Agreement.

d. **Administrative Costs** eligible for reimbursement may be billed at five percent (5%) of the total amount of Direct Service Vouchers and Program Supportive Services expenses in each month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $3,275.00 during the term of this Agreement.

53. **BILLING PROCEDURES:** The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. **PAYMENT PROVISIONS**

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses.

Columbia Basin Veterans Coalition **Exhibit A**
2020-HHAA-CBVC
Benton County
January 1, 2020 - December 31, 2020

Rental Assistance	Computation	Cost
Rental Assistance	Up to 6 months of rental assistance at FMR Utility Deposits, Security Deposits and App Fees	$36,000.00
Life Skills Classes	Life skill classes for participants.	$1,680.00
Program Support Services	Case management support services	$27,825.00
Administration	5% of operations and program support services	$3,275.00
Total		$68,780.00

Exhibit B

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

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

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

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

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

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BFDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of CBVC, I, JOETTA RUPERT, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton and Franklin Counties Department of Human Services Housing Resource Center.

Joetta Rupert 1/9/2020

Agency Representative and Date

Benton and Franklin Counties Department of Human Services Representative

Benton & Franklin Counties
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-4 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring of 5 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 4 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

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

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.

- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC will provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

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

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in CEC (CES Evaluation Committee)
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

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

- All information will be scanned into each household's HMIS profile.

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

System Evaluation

System evaluations will be performed annually and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

CES Evaluation Committee (CEC)

Benton and Franklin Department of Human Services will hold CEC quarterly to discuss and evaluate HRC. This gives an opportunity to provide feedback, what is working, resolve issues and conflicts and suggest improvement for the program. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

Changes to Guidelines

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

Contact Information

Mari Clark
Housing Program Specialist
Email: Mari.Clark@co.benton.wa.us
Phone: (509) 737-3902

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Next Available	**Execute Agreement**	__X__	**Consent Agenda**	__X__
	Pass Resolution	__X__	**Public Hearing**	_____
Subject:	**Pass Ordinance**	_____	**1st Discussion**	_____
Grant Agreement #2020-HHAA-DVS between Benton Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties	**Pass Motion**	_____	**2nd Discussion**	_____
	Other	_____	**Other**	_____
Prepared by: Mari Clark, Contract Manager				
Reviewed by: Kyle Sullivan, Administrator-DHS				

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to contract with Domestic Violence Services of Benton and Franklin Counties to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

COORDINATION

Eric Andrews-BCPA
Kyle Sullivan, DHS
Mari Clark, DHS

SUMMARY

Award: $135,503.00
Period: January 1, 2020 through December 31, 2020
Funding Source: Homeless Housing and Assistance Fund 0154101

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $135,503.00.

MOTION

To approve signing Grant Agreement #2020-HHAA-DVS between Benton and Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties, and to authorize the Chair to sign of behalf of the Board.

Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2020-HHAA-DVS BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton and Franklin Counties Department of Human Services would like to contract with Domestic Violence Services of Benton and Franklin Counties to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents, or those at risk thereof, who reside in Benton County and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program consists of providing overnight shelter for homeless individuals experiencing domestic violence; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2020-HHAA-DVS between Benton and Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness, for a Consideration amount of $135,503.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2020 and shall expire on December 31, 2020.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners M. Loera

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2020 HHAA – DVS

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **Domestic Violence Services of Benton and Franklin Counties**, a non-profit corporation organized under the laws of the state of Washington, with its principal offices at 3311 W. Clearwater Avenue, Suite C140, Kennewick, WA 99336 (hereinafter "Contractor").

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

Contractor's Contact Information/Authorized Representative:
Angie Pacheco, Executive Director
Domestic Violence Services of
Benton and Franklin Counties
3311 W. Clearwater Avenue, Suite C140
Kennewick, WA 99336
Phone: (509) 735-1295
Fax: (509) 736-0649
E-Mail: Angie.p@dvsbf.org

Agreement Start Date ..... January 1, 2020
Agreement End Date.....December 31, 2020
Unless this Agreement is terminated sooner as set forth herein.

Consideration.....Benton County $135,503.00

Exhibit A..... Budget
Exhibit B.....Partnership Participation Agreement
Exhibit C ..... Housing Resource Center Guidelines

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

For the Contractor:

Title: Executive Director Date 1/7/2020

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, the last night prior to applying for assistance within Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton and Franklin Counties' Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;

b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;

c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;

d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;

e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

f. At imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. Short-term Shelter and/or Services Provided to Persons Living on the Street. In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter. Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Ten-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social

security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington**[EA1][SB2] **homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

[EA3][SB4]

2. STATEMENT OF WORK

2.1. Benton and Franklin Counties' Homeless Housing and Assistance Program – Description: In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless Domestic Violence Victims, who have resided in Benton County at least one night prior to applying for services, and who are found to meet the program's eligibility and documentation requirements.

2.2. Rapid Rehousing/Homeless Prevention Direct Service Vouchers: In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to one hundred eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 180 needs to be approved by the county in writing.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit in order for clients to move into a new unit.

2.3 Eligible Supportive Services Expenses: In accordance with RCW 43.185C.050 and as identified within the Ten-Year Homeless Housing Plan for Benton and Franklin Counties, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).

- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

2.4 DOMESTIC VIOLENCE SHELTER & OPERATIONS

a. Program Overview:
This program consists of providing overnight shelter for homeless individuals experiencing violence. Shelter vouchers for temporary, emergency, short-term rental assistance not to exceed 31 days. The Contractor may request an exemption to this guideline by submitting a written request to Benton and Franklin Counties Department of Human Services for up to 14 additional days. The request for exemption must outline the extraordinary circumstance. The Contractor shall not issue shelter vouchers in excess of 31 days without written approval.

b. Component services and activities consist of:
- Using the centralized or coordinated assessment system
- Conducting the initial evaluation including verifying and documenting eligibility;
- Counseling;
- Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers;
- Providing ongoing risk assessment and safety planning with victims of violence, dating violence, sexual assault, and stalking; and
- Developing an individualized housing and service plan, including planning a path to permanent housing stability.

c. Shelter Operations:
- Shelter operations. Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.
- Case management. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible.

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

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

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

   7.1. Supportive Service Report:

   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. **CLIENT ELIGIBILITY REQUIREMENTS**

   a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

   b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. **CLIENT FILES:** All client files shall include:
    - Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
    - Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each

client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
- Correspondence related to each client;
- Verification and documentation of each client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

11. CLIENT RIGHTS

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:
- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. INTERAGENCY COOPERATION: Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. ORGANIZATIONAL DESIGN: The Contractor shall document:
- a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
- how staff training, experience, and expertise relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton and Franklin Counties' Department of Human Services in the Housing Resource Center. Accordingly,

Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton and Franklin Counties' Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. **AMENDMENT:** This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. **ASSIGNMENT/DELEGATION/SUBCONTRACTING:** The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

    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 Agreement.

17. **AUDIT REQUIREMENT**: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

    a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

    b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

    - **Non-Discrimination:** The Contractor and its assignees, delegates, and subcontractors shall not unlawfully discriminate against any person in the performance of any of their obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton and Franklin Counties' Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

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    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 Agreement.

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    - **Non-Discrimination:** The Contractor and its assignees, delegates, and subcontractors shall not unlawfully discriminate against any person in the performance of any of their obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

19. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

20. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

    Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

21. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

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

22. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

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

24. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity,

or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

25. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

26. **INDEMNIFICATION:** 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 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 benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

    The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, error or omission, or breach of any common law, statutory, or other delegated duty by the Contractor or the Contractor's employees, agents, or subcontractors.

27. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an officer, employee, or agent of the Benton and Franklin Counties' Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and Franklin Counties' Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

28. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

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

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

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

    Specific limits required:
    $2,000,000 General Aggregate
    $1,000,000 Products/Completed Operations Aggregate
    $1,000,000 Personal Injury and Advertising Injury
    $1,000,000 Each Occurrence

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

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

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend

only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

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

35. **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 address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. **ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

    a. Applicable federal, state, and local law, regulations, rules, and ordinances.
    b. This Agreement, including all documents attached to or incorporated by reference.

37. **OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. **PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. **RECORDS MAINTENANCE AND INSPECTION:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

    - Document the performance of all acts required by law, regulation, or this Agreement;
    - Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
    - Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
    - Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
    - Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the

right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are 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 Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton and Franklin Counties; Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

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

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTE**[EA5][SB6]**S:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the County's Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

    41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

    41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any

property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services [EA7]authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold[EA8][SB9] some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement[EA10].

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

52.1. RAPID REHOUSING/EVICTION PREVENTION

a. **Direct Service Vouchers – Rapid Rehousing/Eviction Prevention** are eligible for reimbursement for direct expenses provided during each month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $23,914.00 during the term of this Agreement.

b. **Program Supportive Services** eligible for reimbursement may be billed at no more than $416.66 per month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $9,137.00 during the term of this Agreement.

c. **Administrative Costs** eligible for reimbursement may be billed at five percent (5%) of the total amount of Direct Service Vouchers and Program Supportive Services expenses in each month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $1,652.00 during the term of this Agreement.

52.2 EMERGENCY SHELTER & OPERATIONS

a. **Shelter Operations** are eligible for reimbursement for expenses provided during each month between January 1, 2020 and December 31, 2020 and shall not exceed $100,800.00 during the term of this Agreement.

53. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. PAYMENT PROVISIONS

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not

allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. **CERTIFICATION FILES INFORMATION**: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses[EA11].

Benton Franklin Counties Domestic Violence Services **Exhibit A**
2020-HHAA-DVS
Benton County
January 1, 2020 - December 31, 2020

Rental Assistance	Computation	Cost
Rapid Rehousing/Eviction Prevention	**Direct Services** Rental Deposits, Rental Assistance up to 6 months of FMR, App Fees, Utility Deposit	$23,914.00
Program Support Services	Case management support services - Computed 761.42 X 12 months	$9,137.00
Administration	5% of operations and program support services	$1,652.00
Total		$34,703.00

Shelter Operations	Comutation	Cost
Shelter Operations	$12,000.00 per month x 24 months x .70	$100,800.00

Total Contract Amount: **$135,503.00**

Exhibit B

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

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

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

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

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

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BFDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of Domestic Violence Services of Benton & Franklin Counties, I, Mary A Pacheco, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton and Franklin Counties Department of Human Services Housing Resource Center.

Agency Representative and Date 1/7/2020

Benton and Franklin Counties Department of Human Services Representative

Benton & Franklin Counties
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-4 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring of 5 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 4 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

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

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.

- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC will provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

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

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in CEC (CES Evaluation Committee)
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

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

- All information will be scanned into each household's HMIS profile.

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

System Evaluation

System evaluations will be performed annually and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

CES Evaluation Committee (CEC)

Benton and Franklin Department of Human Services will hold CEC quarterly to discuss and evaluate HRC. This gives an opportunity to provide feedback, what is working, resolve issues and conflicts and suggest improvement for the program. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

Changes to Guidelines

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

Contact Information

Mari Clark
Housing Program Specialist
Email: Mari.Clark@co.benton.wa.us
Phone: (509) 737-3902

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Next Available	**Execute Agreement**	__X__	**Consent Agenda**	__X__
	Pass Resolution	__X__	**Public Hearing**	_____
Subject:	**Pass Ordinance**	_____	**1st Discussion**	_____
Agreement #2020-HHAA-OXFORD between Benton Franklin Counties Department of Human Services and Oxford House Inc.	**Pass Motion**	_____	**2nd Discussion**	_____
	Other	_____	**Other**	_____
Prepared by: Mari Clark, Contract Manager **Reviewed by:** Kyle Sullivan, Administrator-DHS				

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to contract with Oxford House Inc., to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

COORDINATION

Eric Andrews, BCPA
Kyle Sullivan, DHS
Mari Clark, DHS

SUMMARY

Award: $80,314.00
Period: January 1, 2020 through December 31, 2020
Funding Source: Homeless Housing and Assistance Fund 0154101

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $80,314.00

MOTION

To approve signing Grant Agreement #2020-HHAA-OXFORD between Benton and Franklin Counties Department of Human Services and Oxford House Inc., and to authorize the Chair to sign of behalf of the Board.

Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2020-HHAA-OXFORD BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND OXFORD HOUSE, INC., TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE TEN-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton and Franklin Counties Department of Human Services would like to contract with Oxford House Inc., to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents that are struggling with a substance use disorder, exiting a treatment facility or jail and who reside in Benton County and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks; NOW, THEREFORE

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2020-HHAA-OXFORD between Benton and Franklin Counties Department of Human Services and Oxford House Inc., to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness, for a Consideration amount of $80,314.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2020 and shall expire on December 31, 2020.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners D, Horton

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2020-HHAA – OXFORD

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **Oxford House, Inc.**, a non-profit corporation organized under the laws of the state of Delaware and registered in the state of Washington, with its principal offices at 1010 Wayne Avenue, Suite 300 Silver Spring, MD 20910 (hereinafter "Contractor").

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

Contractor's Contact Information/Authorized Representative:
Jason Bliss, WA State Outreach Services
Oxford House, Inc.
5426 N Rd. 68 Suite D #102
Pasco, WA 99301
Phone: (509) 430-1155
E-Mail: Jason.Bliss@oxfordhouse.us

Agreement Start Date ..... January 1, 2020
Agreement End Date..... December 31, 2020
Unless this Agreement is terminated sooner as set forth herein.

Consideration..... Benton County $80,314.00

Exhibit A..... Budget
Exhibit B..... Partnership Participation Agreement
Exhibit C ..... Housing Resource Center Guidelines

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

For the Contractor:

Jason Bliss Title: SR outreach Coordinator Date Jan 9TH 2020

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, the last night prior to applying for assistance within Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton and Franklin Counties' Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' Five-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;

b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;

c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;

d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;

e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

f. At imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. Short-term Shelter and/or Services Provided to Persons Living on the Street. In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter. Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Five-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social

security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington**[EA1][SB2] **homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

[EA3][SB4]

2. STATEMENT OF WORK

2.1. Benton and Franklin Counties' Homeless Housing and Assistance Program – Description: In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless who reside in Benton County and who are found to meet the program's eligibility and documentation requirements.

2.2. Rapid Rehousing/Homeless Prevention Direct Service Vouchers: In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to one hundred eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 180 needs to be approved by the county in writing.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit in order for clients to move into a new unit.

2.3 Eligible Supportive Services Expenses: In accordance with RCW 43.185C.050 and as identified within the Five-Year Homeless Housing Plan for Benton and Franklin Counties, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).

- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Five-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

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

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

   7.1. **Supportive Service Report**:

   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. **CLIENT ELIGIBILITY REQUIREMENTS**

a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. **CLIENT FILES:** All client files shall include:
    - Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
    - Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
    - Correspondence related to each client;
    - Verification and documentation of each client's eligibility for residency, homelessness status, and income;
    - Proof of payments made on client's behalf;
    - HMIS consent form;
    - Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
    - Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
    - For rental assistance, verification and documentation of a lease agreement.

11. **CLIENT RIGHTS**

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:
- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. **INTERAGENCY COOPERATION:** Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. **ORGANIZATIONAL DESIGN**: The Contractor shall document:

- a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
- how staff training, experience, and expertise relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton and Franklin Counties' Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton and Franklin Counties' Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. AMENDMENT: This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. ASSIGNMENT/DELEGATION/SUBCONTRACTING: The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

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 Agreement.

17. AUDIT REQUIREMENT: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit

period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

- **Non-Discrimination:** The Contractor and its assignees, delegates, and subcontractors shall not unlawfully discriminate against any person in the performance of any of their obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

19. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

20. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

21. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public

Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

22. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

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

24. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

25. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

26. **INDEMNIFICATION:** 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 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 benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

    The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, error or omission, or breach of any common law, statutory, or other delegated duty by the Contractor or the Contractor's employees, agents, or subcontractors.

27. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an

officer, employee, or agent of the Benton and Franklin Counties' Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and Franklin Counties' Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

28. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

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

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

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

    Specific limits required:
    $2,000,000 General Aggregate
    $1,000,000 Products/Completed Operations Aggregate
    $1,000,000 Personal Injury and Advertising Injury
    $1,000,000 Each Occurrence

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

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

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

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

35. **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 address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. **ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

    a. Applicable federal, state, and local law, regulations, rules, and ordinances.
    b. This Agreement, including all documents attached to or incorporated by reference.

37. **OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. **PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. **RECORDS MAINTENANCE AND INSPECTION:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are 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 Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton and Franklin Counties; Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

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

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTE**[EA5][SB6]**S:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the County's Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services [EA7]authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold[EA8][SB9] some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement[EA10].

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect,

maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

52.1. RAPID REHOUSING/EVICTION PREVENTION

a. **Direct Service Vouchers – Rapid Rehousing** are eligible for reimbursement for direct expenses provided during each month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $39,350.00 during the term of this Agreement.

b. **Direct Service Vouchers – Homeless Prevention** are eligible for reimbursement for direct expenses provided during each month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $22,956.00 during the term of this Agreement

c. **Program Supportive Services** eligible for reimbursement may be billed per month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $14,184.00 during the term of this Agreement.

d. **Administrative Costs** eligible for reimbursement may be billed at five percent (5%) of the total amount of Direct Service Vouchers and Program Supportive Services expenses in each month between January 1, 2020 and December 31, 2020 and shall not exceed a total of $3,824.00 during the term of this Agreement.

53. **BILLING PROCEDURES:** The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. **PAYMENT PROVISIONS**

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;

- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses[EA11].

Oxford House Inc. **Exhibit A**
2020-HHAA-OXF
Benton County
January 1, 2020 - December 31, 2020

Rental Assistance	Computation	Cost
Rapid Rehousing	Up to 3 months of rental assistance at FMR	$39,350.00
Eviciton Prevention	Up to 3 months of rental assistance at FMR	$22,956.00
Program Support Services	Case management support services - Computed $1,182 x 12 months	$14,184.00
Administration	5% of operations and program support services	$3,824.00
Total		$80,314.00

Exhibit B

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

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

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

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

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

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BFDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of Oxford House Inc. I, Jason Bliss, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton and Franklin Counties Department of Human Services Housing Resource Center.

JAN 8TH/2020

Agency Representative and Date

Benton and Franklin Counties Department of Human Services Representative

Benton & Franklin Counties
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-4 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring of 5 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 4 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

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

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.

- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC will provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

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

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in CEC (CES Evaluation Committee)
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

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

- All information will be scanned into each household's HMIS profile.

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

System Evaluation

System evaluations will be performed annually and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

CES Evaluation Committee (CEC)

Benton and Franklin Department of Human Services will hold CEC quarterly to discuss and evaluate HRC. This gives an opportunity to provide feedback, what is working, resolve issues and conflicts and suggest improvement for the program. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

Changes to Guidelines

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

Contact Information

Mari Clark
Housing Program Specialist
Email: Mari.Clark@co.benton.wa.us
Phone: (509) 737-3902

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	January 28, 2020	Execute Contract	___	Consent Agenda	X
Subject:	Authorizing the County to enter into an agreement with an outside cybersecurity contractor, The Crypsis Group, Inc. to investigate potential breach of personal identifiable information (PII).	Pass Resolution	X	Public Hearing	___
		Pass Ordinance	___	1st Discussion	___
By:	Robert Heard	Pass Motion	___	2nd Discussion	___
Reviewed By:	Linda Ivey/Jennifer Bowe	Other	___	Other	___

BACKGROUND INFORMATION

Resolution 2019-959 authorized the Interim County Administrator to enter into an agreement with a cybersecurity contractor to perform an investigation to a potential cybersecurity/data breach incident. During the contractor's investigation, the contractor found that a county employee's email account had been compromised which had nothing to do with the initial reason for investigating the County's cybersecurity/data breach incident. The County's insurance provider XL Catlin recommended that the County enter into another agreement with the cybersecurity contractor to review the employee's email account to investigate whether personal identifiable information (PII) has been compromised.

SUMMARY

Prosecuting Attorney's Department has reviewed and approved the agreement between the cybersecurity contractor and Benton County. The County's Prosecuting Attorney will act as lead counsel during this email investigation.

RECOMMENDATION

Recommend the Board of Benton County Commissioners to authorize Benton County Prosecuting Attorney to enter into an agreement with a cybersecurity contractor to perform a complete review of a county employee's email account to investigate whether personal identifiable information (PII) has been compromised.

FISCAL IMPACT

Costs associated to this agreement will not exceed $18,000 plus WSST. All costs will be paid by Risk Management.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE COUNTY TO ENTER INTO AN AGREEMENT WITH AN OUTSIDE CYBERSECURITY CONTRACTOR, THE CRYPSIS GROUP, INC. TO INVESTIGATE POTENTIAL BREACH OF PERSONAL IDENTIFIABLE INFORMATION (PII).

WHEREAS, Resolution 2019-959 authorized the Interim County Administrator to enter into an agreement with a cybersecurity contractor to perform an investigation of a potential cybersecurity/data breach incident; and

WHEREAS, the cybersecurity contractor, The Crypsis Group, Inc. has informed the County that a county employee's email account has been compromised; and

WHEREAS, our cybersecurity insurance provider XL Catlin, has approved the scope of work provided by the cybersecurity contractor, The Crypsis Group, Inc. to review the county employee's email account to see if personal identifiable information (PII) has been compromised; and

WHEREAS, the Risk Manager, IT Manager and the County Administrator recommends that the Board of County Commissioners authorize Benton County Prosecuting Attorney to enter into a contract with an outside cybersecurity firm, The Crypsis Group, Inc. to review a county employee's email account; NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes Benton County Prosecuting Attorney to enter into an agreement with a cybersecurity contractor, The Crypsis Group, Inc. to perform a complete review of a county employee's email account to investigate whether personal identifiable information (PII) has been compromised in an amount not to exceed $18,000 plus WSST.

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

Orig: Information Technology
cc: Auditor

Prepared by: R. Heard

Statement of Work #2a - Impact Assessment

This Statement of Work ("SOW"), made and entered into as of the later date specified on the signature block below ("SOW Effective Date"), describes services to be performed by The Crypsis Group ("Crypsis") for Benton County ("Client"), and is issued pursuant to the Master Services Agreement between Crypsis and Client dated December 14, 2019 ("Agreement").

Description of Services

Crypsis and any third-party providing software, equipment or services in conjunction with the Agreement (the "Crypsis Partners") will provide professional services as directed by Counsel to assist in the response of a suspected security incident. The activities to be performed may include but are not limited to:

- Task 1: Impact Assessment Analysis (Total Fees: $12,861.00)
  - Crypsis will process the data and conduct an analysis to determine if sensitive data, as defined by Counsel, is present in the data set. The data set consists of 1 Mailbox at 13GB.
  - Crypsis will prepare an Impact Assessment Report, which will outline the type of sensitive data present (e.g. PII and PHI) and the number of documents likely to contain sensitive data.
  - Crypsis will isolate the documents that are necessary for human review.

Deliverables

The Deliverables to be produced in accordance to the Scope of Services are as follows:

- Verbal Status Updates: Crypsis will provide verbal status updates for major findings or as requested. Verbal status updates will include findings to date, activities completed, plans for the next reporting period, issues requiring attention, and budgetary updates if requested.
- Impact Assessment Analysis: At the request of Counsel, Crypsis will generate a report that will outline the type of sensitive data present and the number of documents likely to contain said sensitive data.

Fees, Expenses, and Invoicing

Client agrees to pay the fee of $375 per hour for work performed by Crypsis consultants. Crypsis will not exceed 24 hours without prior written approval from Client.

Client shall reimburse Crypsis for the following expense categories that are directly attributable to work performed under this SOW:

- Travel and living expenses if required
- Computer storage media
- Postage and courier services
- Any other expenses resulting from work performed under this SOW

Client agrees to pay the following fees associated with the data mining processing and analysis necessary to complete Task 1:

Data Mining Services	Price	Unit Type
Process & Promote to Analytics & Review Platform	$150	Per GB
Monthly Process & Review Platform Hosting*	$12	Per GB

*Hosting charges pertain to the storage of data within the review platform for the duration of the project. Five (5) months of hosting is included in this Statement of Work. Hosting charges will only be suspended once the client has given written approval to delete the data.

Client agrees to pay the fee, which is estimated to be $12,861.00 for the ingestion, processing analysis and reporting regarding the client's sensitive data. This estimate is based on assumptions and good faith estimates; however, the actual cost may vary. Additional details regarding the estimate is provided in Attachment A.

If Client determines to move forward with a human review of the potentially sensitive data, Crypsis will provide a separate quote and Statement of Work for the review and the generation of the Consolidated Entity List. If a human review is necessary, the fees associated will be determined by the use of Offshore or US-based resources. Both fee schedules are provided below:

Review - Offshore Resources		
Data Mining Review Services	**Price**	**Unit Type**
Document Review	$1.20	Per Doc
Consolidated Entity List Generation	$30	Per Hour
Project Management	$200	Per Hour

Review - US-Based Resources		
Data Mining Review Services	**Price**	**Unit Type**
Document Review	$1.40	Per Doc
Consolidated Entity List Generation	$50	Per Hour
Project Management	$200	Per Hour

In accordance with the services provided, Crypsis will invoice Client monthly. Payment for these services will be in accordance with the terms of the Master Services Agreement. In instances where overtime may apply to these fees, Crypsis will obtain written approval from the Client before incurring overtime charges. Unless otherwise instructed in writing, Crypsis will deliver invoices via e-mail to Counsel, Client Invoicing Contact, and Insurance Claims Manager specified below.

The total sum of costs, fees, and expenses to be paid by Client under this SOW #2a shall not under any circumstances exceed $18,000.

Acceptance of Quote/Agreement

By signing below, the Parties hereby agree to the terms contained herein as of the SOW Effective Date.

Agreed and Accepted for **Crypsis**

Name: Brittany Roush

Title: Director, Data Analytics

Signature

January 15, 2020

Date

Agreed and Accepted for **Counsel**

Name: Andy Miller

Title: Benton County Prosecuting Attorney

Signature

Date

Agreed and Accepted for **Client**

Name: Jim Beaver

Title: Chairman, Board of County Commissioners

Phone: 509-786-5600

Email Address: jim.beaver@co.benton.wa.us

Signature

Date

Insurance Information:

Carrier: XL Catlin

Claims Manager Name (for Invoicing): Lynn Peachey

Claims Manager Email Address: lynn.peachey@axaxl.com

Claim ID:

Client Invoicing Contact:

Name: Linda Ivey

Title: Manager, Budget and Finance

Email Address: linda.ivey@co.benton.wa.us

Additional Invoice Instructions:

ATTACHMENT A

DATA MINING ESTIMATE DETAILS

ASSUMPTIONS	SCENARIO	NOTES
Data Set (GB - Compressed)	13.00	
Data Expansion Rate	1.5x	Estimated data expansion upon extraction
Data Set (GB - Uncompressed)	19.50	
Active Hosting Months	4	

CONSULTING				
Crypsis Consulting Hours	**Crypsis Price**	**Unit Type**	**Units**	**Total Estimate**
Crypsis Consulting Hours	$ 375.00	Per Hour	24.00	$ 9,000.00
			Total Consulting Estimate	**$ 9,000.00**

PROCESSING & HOSTING				
Processing & Reporting Services	**Crypsis Price**	**Unit Type**	**Units**	**Total Estimate**
Processing, extraction, and OCR	$ 150.00	Per GB	19.50	$ 2,925.00
Hosting (Price x Units x Months)	$ 12.00	Per GB	19.50	$ 936.00
			Total Processing Estimate	**$ 3,861.00**

REVIEW - Offshore Resources				
Document Review Services	**Crypsis Price**	**Unit Type**	**Units**	**Total Estimate**
Document Review	$ 1.20	Per Doc	TBD	$ -
Notification List Generation	$ 30.00	Per Hour	TBD	$ -
Project Management	$ 200.00	Per Hour	TBD	$ -
			Total Document Review Estimate	**$ -**

REVIEW - US-Based Resources				
Document Review Services	**Crypsis Price**	**Unit Type**	**Units**	**Total Estimate**
Document Review	$ 1.40	Per Doc	TBD	$ -
Notification List Generation	$ 50.00	Per Hour	TBD	$ -
Project Management	$ 200.00	Per Hour	TBD	$ -
			Total Document Review Estimate	**$ -**

Total Project Estimate	**$**	**12,861.00**

This is an estimate and not a fixed fee. The actual cost may vary. Crypsis will receive written approval before exceeding the Total Projected Estimate and/or incurring any other fees. This estimate includes four (4) months storage of the data and reviewer work product. If authorization is not received from Counsel at the end of four months to delete the data additional monthly data storage fees will be incurred.

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	January 28, 2020	Execute Contract	___	Consent Agenda	X
Subject:	Approving the purchase of General Pacific, Inc. Water Measurement Internet-Based Goods and Services for One Year.	Pass Resolution	X	Public Hearing	___
		Pass Ordinance	___	1st Discussion	___
By:	Robert Heard	Pass Motion	___	2nd Discussion	___
Reviewed By:	Linda Ivey/Jennifer Bowe	Other	___	Other	___

BACKGROUND INFORMATION

The Planning Department has a need to monitor and analyze water usage from mitigated well or wells located within Benton County. Three companies were reviewed and General Pacific, Inc was the only company that did not require the construction of radio towers to perform water metering services. Radio towers would cost county taxpayers hundreds of thousands of dollars. Kittitas County also uses General Pacific's internet-based water measurement services.

SUMMARY

IT and the Planning Department reviewed and approved the General Pacific, Inc. proposal for their BEACON Engagement Fee, Web-Ex Training, meters, and Service Fees.

RECOMMENDATION

Recommend the Board of Benton County Commissioners to approve the purchase of General Pacific, Inc. water measurement internet-based goods and services for one year.

FISCAL IMPACT

All costs will be paid by the Planning Department.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF GENERAL PACIFIC, INC. WATER MEASUREMENT INTERNET-BASED GOODS AND SERVICES FOR ONE YEAR.

WHEREAS, per Resolution 2012-677, the Board approved a countywide Procurement, Leasing and Contracting policy, Section 2.2.2, Purchase and Leases between $5,000 and $24,999 that allows sole source purchases from the County's vendor list without the need to provide three quotes; and

WHEREAS, the Planning Department has a need to monitor and analyze water usage from mitigated well or wells located on properties within Benton County; and

WHEREAS, General Pacific, Inc. provides a fully internet-based solution to collect information through water measurement devices, "water meters" that do not require the installation of radio towers; and

WHEREAS, the Planning Department reviewed two other water measurement companies Neptune Technology Group, Inc. and Sensus, Xylem, Inc. and both companies required the installation of radio towers for their water metering services that could cost taxpayers hundreds of thousands of dollars to construct; and

WHEREAS, General Pacific, Inc. is a member of MRSC's vendor roster which is the County's official vendor list; and

WHEREAS, General Pacific, Inc. water measurement services are currently being used by a neighboring agency in Kittitas County which has aided the Planning Department's creation of Benton County's water measurement program; and

WHEREAS, Information Technology and the Planning Department reviewed and approves General Pacific, Inc. proposal for their BEACON Engagement Fee, Web-Ex Training, meters, and Service Fees; and

WHEREAS, the Prosecuting Attorney Civil Department has reviewed and approves to form General Pacific Inc. internet-based goods and services for one year; NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology and approves the purchase of General Pacific, Inc. for water measurement internet-based goods and services for one year upon signature of this Resolution; and

BE IT FURTHER RESOLVED professional services include a BEACON Engagement Fee and Web-Ex Training Fee shall not exceed $8,900 plus WSST; and

BE IT FURTHER RESOLVED goods (meters) purchased from General Pacific, Inc. shall not exceed the $24,999 plus WSST; and

BE IT FURTHER RESOLVED the cost of Disc/PD/Recordall style meters will not exceed $355 for M55 1" Meters and not exceed $270 for M25 5/8" x 3/4" Meters plus WSST; and

Orig: Information Technology
cc: Auditor, Planning

Prepared by: R. Heard

BE IT FURTHER RESOLVED the cost of E-Series Ultrasonic style meters will not exceed $395 for E-Series 1” Meters and not exceed $336 for E-Series 5/8” x 3/4” Meters plus WSST; and

BE IT FURTHER RESOLVED that BEACON AMA Monthly Hosting Fees do not exceed $0.89 per month per year and $0.89 per month per ten years plus WSST.

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

Orig: Information Technology
cc: Auditor, Planning

Prepared by: R. Heard

General Pacific
WATER UTILITY SALES

Quote

General Pacific, Inc.
22414 NE Townsend Way
PO Box 70
Portland, OR 97024
(503) 907-2876 Fax (503) 489-2103

Date: December 20, 2019
Quote # 43819.54

Customer: County of Benton
Name: Michelle Cooke
Email: Michelle.Cooke@co.benton.wa.us

Badger Cellular Meter Startup Quote

Quoted By			
Jason Vancleave			
Quantity		**Pricing Each**	**Total**
1	BEACON Engagement Fee This fee includes the setup and activation of Customer's BEACON AMA portfolio and initial licensing of the BEACON AMA software. Fees charged to a Customer by its utility billing vendor for an interface file are the responsibility of the Customer. Web-Ex Training In this training the utility will learn how to set up their starter spreadsheet and will receive a walkthrough of the basic software functionality and user interface.	$8,900.00	$8,900.00
	Disc/PD/Recordall style meters		
1	M55 1" Meters, HRE Register 8 Dial Resolution, Reading In Gallons and Orion LTE Cellular Transmitters, Mounting Kit, Cast Iron Bottom	$355.00	$355.00
1	M25 5/8" x 3/4 Meters, 7-1/2" Lay Length, HRE Register 8 Dial Resolution, Reading In Gallons and Orion LTE Cellular Transmitters, Mounting Kit, Cast Iron Bottom	$270.00	$270.00
	E-Series Ultrasonic style meters		
1	E-Series 1" Meters, HRE Register 8 Dial Resolution, Reading In Gallons and Orion LTE Cellular Transmitters, Mounting Kit	$395.00	$395.00
1	E-Series 5/8" x 3/4 Meters, 7-1/2" Lay Length, HRE Register 8 Dial Resolution, Reading In Gallons and Orion LTE Cellular Transmitters, Mounting Kit	$336.00	$336.00
	Service Fees		
1	BEACON AMA Mobile Monthly Hosting Fee $0.89 Per Meter Per Month Cellular **Endpoints** (Total for one meter for one year)	$0.89	$10.68
1	BEACON AMA Mobile Monthly Hosting Fee $0.89 Per Meter Per Month Cellular Endpoints (Total for one meter for ten years) (Can be purchased when the meter is purchased)	$0.89	$106.80

1. Standard General Pacific Terms and Condition will apply.
2. Prices subject to change without notice.
3. There will be a restocking fee for returned Material.
4. Special order items are final. (No Returns)
5. Customer is responsible for all applicable sales tax
6. Badger Terms and Conditions Apply

Thank you for your business!

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	January 28, 2020	Execute Contract	___	Consent Agenda	X
Subject:	60-Month Lease Agreement for One Ricoh IMC2000 Ricoh Copiers from Ricoh USA, Inc. for the Benton County Information Technology.	Pass Resolution	X	Public Hearing	___
		Pass Ordinance	___	1st Discussion	___
By:	Robert Heard	Pass Motion	___	2nd Discussion	___
Reviewed By:	Linda Ivey/Jennifer Bowe	Other	___	Other	___

BACKGROUND INFORMATION

Per Resolution 2015-019, the County entered an agreement with Ricoh USA, Inc. which ends on February 5, 2020. Ricoh continues to provide high quality copier services to several County departments including Information Technology.

Per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2012-677, Section 7 allows the County to enter into a written Intergovernmental Cooperative Purchasing Agreement with the State of Washington, Signed on June 11, 2013 per Resolution 2013-431.

SUMMARY

Ricoh USA, Inc. is an authorized vendor through the WA State Contract #05214 for NASPO Valuepoint Copiers, Printers, & Related Devices and has submitted competitive pricing for a one copier lease that meet the needs of the Benton County Information Technology Department. Ricoh USA, Inc. is Information Technology's preferred copier vendor.

RECOMMENDATION

Recommend the Board of Benton County Commissioners approve the lease agreements between Benton County and Ricoh USA, Inc. for one Ricoh IMC2000 Ricoh Copier for the Benton County Information Technology Justice Center location.

FISCAL IMPACT

Lease payments will be $168.64 per month plus WSST in addition to $.0082 per page for black & white copies and $.061 per page for color copies. Maintenance and supplies, except paper, will be at no additional cost. Lease payments will be paid by the Benton County Information Technology.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 60-MONTH LEASE AGREEMENT FOR ONE IMC2000 COPIER FROM RICOH USA, INC. FOR THE BENTON COUNTY INFORMATION TECHNOLOGY JUSTICE CENTER LOCATION.

WHEREAS, per Resolution 2015-019, the County entered an agreement with Ricoh USA, Inc. which ends February 5, 2020 for one Ricoh copier for the Benton County Information Technology Department; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2012-677, Section 7 allows the County to enter into a written Intergovernmental Cooperative Purchasing Agreement with the State of Washington, signed on June 11, 2013 per Resolution 2013-431; and

WHEREAS, Ricoh, USA, Inc. is an authorized vendor, vendor code x19074 under Washington State Contract #05214, NASPO ValuePoint Copiers, Printer & Related Devices; and

WHEREAS, the Benton County Information Technology Department recommends entering a 60-month lease option with Ricoh, USA, Inc. for the leasing of the following copiers: one IMC2000 copier; and

WHEREAS, the total monthly maintenance and lease agreement amount shall be paid in accordance with lease agreement attached hereto including all maintenance and supplies, except for paper, the cost of black/white and color copies for amount not to exceed $168.64 per month without WSST; and

WHEREAS, charge per page is $0.0082 per black/white and $0.061 per color for the IMC2000 copier; and

WHEREAS, attached hereto is the lease agreement and proposal, along with a copy of the Washington State Contract Summary #05214 (Exhibit A) NASPO ValuePoint Copiers, Printer & Related Devices (Exhibit B), and

WHEREAS, the Prosecuting Attorney's office Civil Division has reviewed and approved to form this lease agreement; NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, are hereby authorized to sign the attached Lease Agreement between Benton County and Ricoh USA, Inc. utilizing Washington State Contract #05214, ValuePoint Copiers, Printer & Related Devices; and

Orig: Information Technology
cc: Auditor

Prepared by: R. Heard

BE IT FURTHER RESOLVED said lease shall commence upon signature for 60 months at an amount not to exceed $168.64 per month, plus $0.0082 per black/white and $0.061 color charges per page without WSST for one Ricoh IMC2000 copier.

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

Orig: Information Technology
cc: Auditor

Prepared by: R. Heard

LEASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

Resolution No. _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Ricoh USA, Inc.
Vendor Code: w19074
Vendor Contact: Abraham Gerving
Vendor Contact Phone: 971.708.8507
Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341
Type of Lease: 60 month FMV lease per WA State Contract, #05214; NASPO Copiers, Printer & Related Devices Solicitation #3091

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this Agreement

Ship To:	Bill To:
Benton County Treasurer 620 Market Street Prosser, WA 99350 Benton County Treasurer 5600 W Canal Dr Kennewick, WA 99336	Benton County Information Technology PO Box 608 Prosser, WA 99350

Estimated Delivery Date: 12/20/2019

Line/Model	Description	Term	Unit Price	Total Lease Amount
1	One Ricoh IMC2000 Models	60 Months	115.90	6,954.00
2	One Ricoh IMC2000 Streamline NX License & Maintenance	60 Months	52.74	3,164.40
3	One Ricoh IMC2000 Enable secure print	60 Months		-
4	One Ricoh IMC2000 Enable Follow Me Print	60 Months		-
5	One Ricoh IMC2000 Support mobile devices w\ Mobile App	60 Months		-
6	One Ricoh IMC2000 Track Print Costs	60 Months		-
7	One Ricoh IMC2000 Scan to searchable PDF	60 Months		-
8	One Ricoh IMC2000 Apply filename to scan	60 Months		-
9	One Ricoh IMC2000 Convert scan to supported formats	60 Months		-
10	One Ricoh IMC2000 Name scanned document when scaning	60 Months		-
11	One Ricoh IMC2000 Scan to email	60 Months		-
12	One Ricoh IMC2000 Convert scan to supported formats	60 Months		-
13	One Ricoh IMC2000 Network & Scan Connect-Seg BC2	60 Months		-
14	One Ricoh IMC2000 B&W Click Charge per page is .0082	60 Months		-
15	One Ricoh IMC2000 Color Click Charge per page is .061	60 Months		-
				-
				-
				-
				-
		monthly subttl	168.64	-
			HANDLING =	-
			SUB TOTAL =	10,118.40
			SALES TAX =	870.18
			TOTAL ORDER =	10,988.58

The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be $68.64 excluding WSST plus B&W charges of $.0082/page and Color charges of $.061/page. Vendor will bill the County monthly at the rates provided herein payable by the County thirty (30) days upon receipt.

This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #05214 NASPO Valuepoint Copiers, Printer & Related Devices Solicitation #3091

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. #05214 NASPO Valuepoint Copiers, Printer & Related Devices Solicitation #3091
2. This Lease Agreement

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:
Dept Contract: Robert Heard
Benton County Information Technology
Title: Information Technology Assistant Manager
Address: 620 Market Street, Prosser, WA 99350
Phone: 509.786.5603
Fax: 509.786.5601

Approved as to Form (Civil Deputy Prosecutor):_____

(Lease Agreement - Ricoh USA Page 2)

By signing in the space provided, the parties herby acknowledge the following:

1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing his Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies constitute the original agreement(s) for all purposes.

Vendor Name (Print): Grant Lawson Title: Region Vice President, West Date: January 7, 2020

Vendor Signature:

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____ Date: _____

STATEMENT OF WORK AMENDMENT

FOR POST INSTALLATION PROFESSIONAL SERVICES PROVIDED IN DIRECT RELATIONSHIP TO THE ORIGINAL STATEMENT OF WORK AND EXECUTION OF THE SD&A

RICOH imagine. change.

Form Version 1.1

CUSTOMER INFORMATION

CUSTOMER COMPANY NAME		DATE *MM/DD/YYYY (REQUIRED)*
Benton, County of		10/18/2019
STREET ADDRESS	TELPHONE NUMBER	FAX NUMBER
620 Market Street	(509) 786-5603	
CITY, STATE, ZIP CODE		
Prosser, WA 99350-1300		

BILLING INFORMATION

NAME OF ADDRESSEE FOR BILLING CORRESPONDENCE	CUSTOMER ACCOUNT NUMBER (BILL TO)	CUSTOMER ACCOUNT NUMBER (SHIP TO)
Robert Heard		
BILLING ADDRESS, CITY, STATE, ZIP CODE ☑ SAME AS ABOVE	FEDERAL IDENTIFICATION NUMBER	PO NUMBER
NAME AND TITLE OF AUTHORIZED CUSTOMER CONTACT	TELPHONE NUMBER	EMAIL ADDRESS
Robert Heard	(509) 786-5603	central.services@co.benton.wa.us

SERVICES REQUESTED (TO BE COMPLETED BY RICOH)

RICOH SHALL PROVIDE THE FOLLOWING SERVICES AND DELIVERABLES AS STATED BELOW

Connection of one prox card reader and installation of one Streamline NX Base+Print+Scan License

On up to one Ricoh MFD. DR26972935

Attachment Included Y ☐ N ☑

FOR INTERNAL RICOH USE ONLY (REQUIRED)

ORIGINAL SOW / DESIGN RECORD ID#	ORIGINAL SOW EXECUTION DATE	NAME OF RICOH DESIGN LEAD
FSOW 27125518		
ORIGINAL CASE NAME	SD&A EXECUTION DATE (OPTIONAL)	NAME OF SALES REP
		Abraham Gerving

SERVICES FEES (TO BE COMPLETED BY RICOH)

Description of Services	EDP CODE	Hours	Unit Price	Extended Price
[SOW]PS Installation Ricoh Streamline NX (Per Hour)	PS-INSRICSTRNX	1	$ 0.00	$ 0.00
Services cost included with Order Agreement			$	$
			$	$
			$	$
			$	$
			TOTAL COST	$ 0.00

AGREEMENT THE TERMS AND CONDITIONS GOVERNING THIS AMENDMENT BETWEEN RICOH AND CUSTOMER SHALL BE THOSE SET FORTH IN THE TERMS AND CONDITIONS OF THE ORIGINAL STATEMENT OF WORK (SOW) SIGNED BY BOTH PARTIES WHICH ARE HEREBY INCORPORATED BY REFERENCE TO THIS AMENDMENT. THIS AMENDMENT SHALL BE EFFECTIVE AS OF THE DATE OF EXECUTION BY BOTH RICOH AND CUSTOMER. BY SIGNING BELOW, THE UNDERSIGNED REPRESENT THAT THEY ARE DULY AUTHORIZED TO ENTER INTO THIS AMENDMENT ON BEHALF OF THEIR RESPECTIVE ENTITIES.

Date	Authorized Ricoh Representative Signature	Title
	Digitally signed by: DMPierce DN: CN = DMPierce Date: 2019.10.21 07:24:32 -07'00'	
	(Internal Review - Sr. Manager or Regional Director, Sales Engineering)	
		Chairman, Board of Benton County Commissioners
Date	Authorized Client Representative Signature	Title
Date	Authorized Ricoh Representative Signature	Title
	(Sr. Manager or Regional Director, Sales Engineering)	

DocuSign Envelope ID: 9EB0B6DA-286D-4E35-A18E-BDA6E3506BB6

RICOH

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	BENTON, COUNTY OF				
Contact Name:	Robert Heard			Phone:	(509) 737-3529
Address:	7122 W OKANOGAN PL BLDG A			City:	KENNEWICK
State:	WA	Zip:	99336-2359	Fax/Email:	robert.heard@co.benton.wa.us

Make	Model	Serial Number
	MPC2503	E214MB60269/C86090290

Customer Name:	BENTON, COUNTY OF				
Contact Name:	Robert Heard			Phone:	(509) 737-3529
Address:	620 MARKET ST FL 2			City:	PROSSER
State:	WA	Zip:	99350-1300	Fax/Email:	robert.heard@co.benton.wa.us

Make	Model	Serial Number
	MPC2503	E214MB60431/C86090291

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☑**Equipment Removal (Leased by Customer)**. In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER

Signature: _____

Name: Jim Beaver

Title: Chairman, Benton County Board of County Commissioners

Date: _____

RICOH USA, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

\i1\Initials

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RICOH

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	January 28, 2020	Execute Contract	___	Consent Agenda	X
Subject:	Approving ImageSoft's Scope of Work between ImageSoft and Benton County District Court to add Electronic Stamping to Court Records within District Court's Case Management Software, OnBase.	Pass Resolution	X	Public Hearing	___
		Pass Ordinance	___	1st Discussion	___
By:	Robert Heard	Pass Motion	___	2nd Discussion	___
Reviewed By:	Linda Ivey/Jennifer Bowe	Other	___	Other	___

BACKGROUND INFORMATION

Per Resolution 2019-875, Benton County entered into an ImageSoft Inc. Master Agreement and System Maintenance Agreement for the Superior Court Clerk, District Court, Probation, Mental Health, and Office of Public Defense case management system OnBase.

SUMMARY

OnBase includes a stamping feature that will enable District Court to electronically stamp court documents. The Onbase stamping feature requires ImageSoft professional services and a scope of work detailing the hours needed to add the new feature.

RECOMMENDATION

Recommend the Board of Benton County Commissioners to approve the scope of work between ImageSoft Inc. and Benton County District Court to add electronic stamping to court records within District Court's case management software, Onbase.

FISCAL IMPACT

All costs will be paid by District Court in the amount not to exceed $780 plus WSST.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING SCOPE OF WORK NO. 20542 BETWEEN IMAGESOFT INC. AND BENTON COUNTY DISTRICT COURT TO ADD ELECTRONIC STAMPING TO COURT RECORDS WITHIN DISTRICT COURT'S CASE MANAGEMENT SOFTWARE, ONBASE.

WHEREAS, on December 3, 2019, per Resolution 2019-875, Benton County entered into an ImageSoft Inc. Master Agreement and System Maintenance Agreement for OnBase Document Management System; and

WHEREAS, OnBase is a document management system utilized by the Benton County Clerk, Benton County District Court and Benton County Superior Court; and

WHEREAS, Benton County District Court has a need to electronically stamp court documents to help improve court efficiencies; and

WHEREAS, ImageSoft has prepared Scope of Work No. 20542 which adds the hours necessary for ImageSoft to add electronic stamping to court records within OnBase; and

WHEREAS, Information Technology and Benton County District Court recommends and approves the attached Scope of Work No. 20542 to add electronic stamps capability in Onbase; NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the Scope of Work No. 20542 between ImageSoft, Inc. and Benton County District Court to add electronic stamping to court records within District Court's case management software, OnBase in an amount not to exceed $780 plus WSST; and

BE IT FURTHER RESOLVED, State of Work No. 20542 is hereby made a part of the Master Agreement and all other terms remain unchanged.

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

Orig: Information Technology
cc: Auditor, District Court

Prepared by: R. Heard

Hourly Assist Engagement
Statement of Work

Statement of Work No.	20542
Revision No.	0
Customer Name:	Benton County, WA
Project Name:	Field Stamp Update
ImageSoft Contact:	Steve Dale
Submitted Date:	1/10/2020

This Statement of Work is made and entered into by and between ImageSoft, Inc., a Michigan Corporation with its principal offices at 25900 West 11 Mile Rd, Suite 100, Southfield, MI 48034 ("ImageSoft"), and Benton County, WA with its principal offices at 7122 West Okanogan Place, Benton, WA 99336 ("Customer"):

This Statement of Work ("SOW") is to be attached to and is hereby made a part of the Master Agreement ("Master") entered into by and between Customer and ImageSoft dated 12/12/2019.

Unless otherwise specified, the products and services provided within this SOW are hereby added to and covered for the duration and under the terms of the System Maintenance Agreement (SMA) entered into by and between Customer and ImageSoft dated 12/12/2019.

To the extent that any terms and conditions contained in the related Master or SMA are in conflict with, or in addition to the terms and conditions of this Statement of Work, the terms and conditions of this Statement of Work shall control.

1. Introduction

Benton County, WA has requested an ImageSoft professional service resource to assist them in creating a "DC – Unindexed" Document Type that would allow the other DC Document Types to be revision-able while sidestepping this particular issue. This new Document Type would have all of the keywords that the other DC Document Types have, as well as an additional Keyword dropdown for "DC Document Type", allowing the users to pick which DC Document Type the document should be filed under.

Description of Services

Under this *Hourly Assist Engagement SOW*, ImageSoft will provide a technical resource to work solely under the direction of the Customer. As part of the effort, ImageSoft may require access to Customer Resources that are familiar with the existing solution installation.

Deliverable Materials

There are no contractual professional services deliverables produced as part of this SOW. Work products and other project artifacts that may be produced as part of this hourly assist engagement do not require acceptance and signoff.

ImageSoft will provide assistance up to the number of hours listed in *Consulting Fees* below. Work performed beyond the hours specified in the *Consulting Fees* must be authorized by signing an additional Hourly Assist Engagement SOW.

Consulting Fees

This engagement will be conducted on a Time & Materials basis. The funding requirement for performing the professional services defined in this SOW are estimated at $780. This figure is based on 4 hours of professional services at a rate of $195 per hour.

A purchase order or signed agreement is required to be in place to cover all ImageSoft hours and expenses.

Pricing valid for 30 days

Payment Schedule

Customer will be invoiced bi-weekly for the consulting services and expenses.

All payments will be due on a Net-30 day basis.

Key Assumptions

- The ImageSoft professional services team often requires six to eight (6-8) weeks lead time to start a new Hourly Assist Engagement. Please check with your ImageSoft Account Representative for details on current project lead time. ImageSoft will provide the hourly services to this contract according to a mutually defined schedule.
- Hours are tracked in 15 minute increments and the minimum billing amount per week where services are performed is two (2) hours.
- Customer will designate a central point of contact for the engagement.
- Unless specifically described herein, ImageSoft is not providing Project Management services within this contract. The services performed in this SOW will be managed by a Customer Project Manager. Customer Project Manager is responsible for monitoring the work being performed and notifying ImageSoft in a timely fashion about changes and/or quality issues.
- Services will be provided remotely.
- Customer will provide VPN access to implementation team to facilitate remote development. Additional security requests prior to providing access may be requested by customer.
- Customer is responsible for maintaining adequate data backups, at all times, to protect against loss of data.
- It is the responsibility of the Customer to prioritize and direct the ImageSoft resource during the engagement to maximize the assistance provided in the hours defined.

2. Approval

Signature is required to accept this SOW. By signing below each party agrees to the proposed project scope and authorizes work to begin.

Agreed to:	*Agreed to:*
Benton County, WA **7122 West Okanogan Place, Benton, WA 99336**	**ImageSoft, Inc.** **25900 West 11 Mile Road, Suite 100, Southfield, MI 48034**
By: _____ Authorized Signature	By: Scott Bade Digitally signed by Scott Bade DN: cn=Scott Bade, o=ImageSoft, Inc., ou, email=sbade@imagesoftinc.com, c=US Date: 2020.01.15 12:54:30 -05'00' Authorized Signature
Date: _____	Date: 1/15/2020
Name (Type or Print): Jim Beaver	Name (Type or Print): Scott Bade
Title (Type or Print): Chairman, Board of Benton County Commissioners	Title: (Type or Print): President
Project Name: Field Stamp Update	

Internal Use:	Opportunity #:	20542
	Sales Order #:	

AGENDA ITEM: Consent	**TYPE OF ACTION NEEDED**	
MEETING DATE: FC 1-21-20 BC 1-28-20	Executive Contract	CONSENT AGENDA xx
SUBJECT: Resolution approving Franklin County Flat Monthly Payment for the 2020 Juvenile Budget	Pass Resolution xx Pass Ordinance ___ Pass Motion ___ Other ___	PUBLIC HEARING ___ 1ST DISCUSSION ___ 2ND DISCUSSION ___ OTHER ___
Prepared By: Rosa Garcia		
Reviewed By: Shela Berry		

BACKGROUND INFORMATION

The 2020 Juvenile Center Operations Budget was submitted in the amount of $5,847,926. Based upon the juvenile population per the Office of Financial Management data tables, Franklin County is responsible for $2,101,160 or 35.93%. The 2020 Juvenile Facilities Budget was submitted in the amount of $183,501. Based upon the funding formula of 28% for Franklin County, Franklin County is responsible for $51,380.

SUMMARY

Franklin County is responsible for a combined total of $2,152,540 for the 2020 Juvenile Operations and Juvenile Facilities Budget. Starting February 1, 2020, Franklin County is responsible for flat monthly payments in the amount of $180,374 plus a 5% administrative fee on actual expenditures for the 2020 Benton and Franklin Juvenile Justice Center Operations and Facilities Budget.

RECOMMENDATION

I recommend that the Board of Commissioners of Benton and Franklin County sign the Resolution for flat monthly payments by Franklin County.

COORDINATION

Coordination of the Resolution occurred as follows: Shela Berry, Administrative Services Manager.

FISCAL IMPACT

This results in a combined total of $2,152,540 for the Juvenile Operations and Facilities Budget.

MOTION

I move that the Board of Benton County and Franklin County Commissioners sign the Resolution approving flat monthly payments by Franklin County in the amount of $180,374.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO._____

FRANKLIN COUNTY RESOLUTION NO._____

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

IN THE MATTER OF ADOPTING FRANKLIN COUNTY FLAT MONTHLY PAYMENTS FOR THE 2020 BENTON FRANKLIN JUVENILE JUSTICE CENTER OPERATIONS AND FACILITIES BUDGET

WHEREAS, the Boards of Benton and Franklin County Commissioners approved Joint Resolution Benton County 2016-942 and Franklin County 2016-436 a Memorandum of Understanding regarding the allocation of Juvenile Justice Center operations and facilities; and

WHEREAS, The Boards of Benton and Franklin County Commissioners amended and approved Section 1.A of the Memorandum of Understanding regarding the allocation of Juvenile Justice Center operations and facilities via Joint Resolution Benton County 2017-807 and Franklin County 2017-332; and

WHEREAS, Joint Resolution Benton County 2016-942 and Franklin County 2016-436 established an administrative fee of 5% on Franklin County's allocation of the total 2020 Benton and Franklin Juvenile Justice Center budget; and

WHEREAS, the 2020 Benton and Franklin Juvenile Justice Center Operations Budget was submitted to Franklin County in the amount of $5,847,926. Based upon the ratio of each county's juvenile population averaged over five-year periods per the Office of Financial Management data tables attached, Franklin County is now responsible for $2,101,160 or 35.93% plus a 5% administrative fee based on actual expenditures; and

WHEREAS, the 2020 Benton and Franklin Juvenile Justice Center Facility Budget was submitted in the amount of $183,501. Based upon Joint Resolution Benton County 2016-942 and Franklin County 2016-436, Franklin County is now responsible for $51,380 or 28% plus a 5% administrative fee based on actual expenditures, effective January 1, 2020; and

WHEREAS, the combined total for the 2020 Benton and Franklin Juvenile Justice Center Operations and Facilities Budget is $6,031,427. Franklin County is responsible for a total of $2,152,540 plus a 5% administrative fee based on actual expenditures; and

WHEREAS, the 2020 Benton and Franklin Juvenile Justice Center Contract-Fee for Services Budget was submitted in the amount of $1,034,261, Based upon the ratio of each county's juvenile population averaged over five-year periods per the Office of Financial Management data tables attached, Franklin County is responsible for 35.93% or $371,610 plus a 5% administrative fee based on actual expenditures effective January 1, 2020; and

WHEREAS, the 2020 Benton and Franklin Juvenile Justice Center Grant-Reimbursement Budget was submitted in the amount of $803,762. Based upon the ratio of each county's juvenile population averaged

over five-year periods per the Office of Financial Management data tables attached, Franklin County is responsible for 35.93% or $288,792 plus a 5% administrative fee based on actual expenditures effective January 1, 2020; and

WHEREAS, the combined total for the 2020 Benton and Franklin Juvenile Justice Center Contract Fee for Services and Grant -Reimbursement Budget is $1,838,023. Based upon the ratio of each county's juvenile population averaged over five-year periods per the Office of Financial Management data tables attached, Franklin County is responsible for a 5% administrative fee based on actual expenditures on 35.93% or $660,402 of the budget; **NOW THEREFORE,**

BE IT RESOLVED, to maintain adequate cash flow in the Juvenile Center Fund, starting February 1ST, 2020 Franklin County will be responsible for a flat monthly payment in the amount of $180,374 plus a 5% administrative fee on actual expenditures for the 2020 Benton and Franklin Juvenile Justice Center Operations and Facilities Budget; and

BE IT FURTHER RESOLVED, Benton County shall invoice Franklin County monthly for the County's total flat monthly payment; and

BE IT FURTHER RESOLVED, Franklin County's payment to the Benton County Treasurer shall be no later than 20 days from the date of each invoice; and

BE IT FURTHER RESOLVED, no later than April 2021, Franklin County will receive a final 2020 invoice itemizing actual yearly expenditures and any adjustments necessary based on actual expenditures for the Juvenile Operations and Facilities budget.

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

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

ATTEST:

Clerk of the Board

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

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

Clerk of the Board

S. Berry

Attachment A - Office of Financial Management Data Tables

Source: WWW.OFM.WA.GOV
https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/estimates-april-1-population-age-sex-race-and-hispanic-origin
County (Special age groups): 2010-2018

Area Name	Area ID	Year	Age Group	Total	Male	Female	White Total	White Male	White Female	Black Total	Black Male	Black Female	AIAN Total	AIAN Male	AIAN Female	Asian Total	Asian Male	Asian Female	NHOPI Total	NHOPI Male	NHOPI Female	Two or More Races Total	Two or More Races Male	Two or More Races Female
Benton	53005	2018	15	2,812	1,436	1,375	2,490	1,260	1,229	60	30	31	43	23	20	71	33	38	11	4	7	136	85	51
Benton	53005	2018	16	2,770	1,433	1,338	2,437	1,265	1,172	70	29	41	32	22	11	81	34	46	12	5	7	138	77	61
Benton	53005	2018	17	2,700	1,412	1,288	2,352	1,220	1,131	64	39	25	35	19	16	88	44	44	7	6	1	154	83	71
Benton	53005	2018	18	2,451	1,282	1,169	2,153	1,129	1,024	45	22	23	43	22	21	85	51	34	11	3	8	114	55	58
Benton	53005	2018	19	2,453	1,291	1,162	2,209	1,171	1,038	42	26	16	46	22	24	57	30	28	14	6	8	85	36	50
Benton	53005	2018	0-2	8,108	4,160	3,948	7,063	3,624	3,440	179	88	91	95	46	50	217	115	103	17	9	8	536	279	257
Benton	53005	2018	0-17	51,051	26,170	24,881	44,594	22,903	21,692	1,099	564	535	701	382	319	1,421	624	797	159	82	77	3,077	1,616	1,461
Benton	53005	2018	0-19	55,955	28,743	27,212	48,956	25,202	23,754	1,186	612	574	790	427	363	1,564	704	859	183	91	93	3,276	1,707	1,569
Benton	53005	2018	5-17	37,415	19,211	18,204	32,708	16,843	15,865	798	409	389	538	303	235	1,065	447	619	132	67	65	2,172	1,142	1,030
Benton	53005	2018	12-17	17,102	8,812	8,290	14,965	7,683	7,281	413	209	204	275	168	107	448	194	253	63	33	30	939	524	415
Benton	53005	2018	17-22	14,757	7,602	7,155	13,106	6,764	6,342	330	182	148	270	145	125	373	194	178	51	27	24	627	289	337
Benton	53005	2018	17-29	32,109	16,312	15,797	28,775	14,674	14,101	649	362	287	474	250	224	883	416	467	104	56	48	1,225	554	671
Benton	53005	2018	18-39	53,998	27,481	26,516	48,422	24,744	23,678	1,092	598	494	744	386	358	1,821	867	953	145	78	66	1,774	808	966
Benton	53005	2018	18-64	115,881	58,482	57,399	105,357	53,324	52,033	1,888	1,059	829	1,482	762	721	4,011	1,849	2,162	244	132	112	2,898	1,357	1,541
Benton	53005	2018	20-64	110,977	55,909	55,068	100,995	51,024	49,971	1,801	1,011	790	1,393	717	676	3,869	1,769	2,100	220	123	97	2,699	1,265	1,433
Benton	53005	2018	65+	30,488	14,463	16,025	28,782	13,621	15,161	206	120	87	173	91	82	891	446	446	41	22	19	394	163	231
Benton	53005	2018	70+	19,800	9,181	10,619	18,768	8,686	10,082	109	56	54	102	55	48	533	263	270	25	15	11	263	107	156
Benton	53005	2018	75+	11,772	5,212	6,560	11,259	4,983	6,276	53	20	32	56	34	22	269	124	145	6	4	2	129	47	82
Benton	53005	2018	80+	6,628	2,729	3,899	6,358	2,610	3,748	22	8	14	33	23	10	142	66	76	0	0	0	73	21	51
Benton	53005	2018	85+	3,390	1,252	2,137	3,230	1,187	2,043	12	5	7	16	9	7	77	43	33	0	0	0	54	8	47
Benton	53005	2018	Total	197,420	99,115	98,305	178,734	89,847	88,887	3,193	1,743	1,450	2,356	1,235	1,122	6,324	2,919	3,405	444	236	208	6,369	3,136	3,233
Franklin	53021	2018	15	1,632	825	807	1,475	746	728	38	23	15	10	6	5	32	11	21	11	0	11	66	39	27
Franklin	53021	2018	16	1,597	818	779	1,456	750	707	33	17	16	16	4	12	26	13	13	2	0	1	64	34	29
Franklin	53021	2018	17	1,511	790	721	1,396	728	668	29	15	14	14	12	2	20	13	7	19	4	16	33	18	14
Franklin	53021	2018	18	1,347	709	638	1,196	639	557	30	18	12	27	12	15	36	7	29	9	8	2	50	25	24
Franklin	53021	2018	19	1,337	709	628	1,221	630	591	33	20	13	25	13	11	18	13	4	5	4	1	35	29	6
Franklin	53021	2018	0-2	4,925	2,479	2,446	4,464	2,241	2,223	75	44	31	34	17	17	79	41	38	25	16	8	248	120	128
Franklin	53021	2018	0-17	30,231	15,391	14,840	27,444	13,982	13,462	578	312	266	298	155	143	509	274	235	166	72	94	1,237	596	641
Franklin	53021	2018	0-19	32,916	16,809	16,106	29,860	15,251	14,609	641	350	291	350	181	169	563	294	268	181	84	97	1,321	650	672
Franklin	53021	2018	5-17	21,941	11,176	10,765	19,924	10,162	9,761	441	242	199	228	114	114	381	203	178	120	46	74	847	409	438
Franklin	53021	2018	12-17	9,646	4,831	4,814	8,795	4,410	4,385	206	111	95	97	46	51	165	83	82	48	16	31	335	165	170
Franklin	53021	2018	17-22	8,027	4,252	3,775	7,295	3,848	3,447	200	115	84	125	70	55	136	70	66	54	25	28	218	125	94
Franklin	53021	2018	17-29	17,362	9,075	8,287	15,790	8,199	7,590	427	271	156	227	141	86	328	161	167	107	60	47	484	243	241
Franklin	53021	2018	18-39	28,808	15,075	13,734	26,219	13,653	12,566	686	453	233	426	262	164	618	279	339	152	88	63	708	339	369
Franklin	53021	2018	18-54	44,928	23,517	21,411	40,834	21,278	19,555	1,109	733	376	706	406	300	1,105	513	592	215	125	91	960	463	497
Franklin	53021	2018	18-64	53,443	27,873	25,570	48,676	25,319	23,357	1,355	866	489	806	454	352	1,318	606	712	227	129	97	1,060	498	562
Franklin	53021	2018	20-64	50,759	26,455	24,304	46,259	24,050	22,209	1,292	828	464	755	429	326	1,265	586	679	212	118	94	976	444	532
Franklin	53021	2018	65+	8,866	4,366	4,499	8,263	4,057	4,205	168	78	90	84	55	29	259	132	127	7	4	3	85	40	45
Franklin	53021	2018	70+	5,589	2,710	2,879	5,211	2,524	2,687	123	50	72	57	41	16	146	69	77	3	0	3	49	26	23
Franklin	53021	2018	75+	3,216	1,520	1,696	3,006	1,415	1,591	78	31	47	26	16	10	81	36	45	0	0	0	25	22	3
Franklin	53021	2018	80+	1,788	816	971	1,665	761	904	49	17	33	18	11	7	42	16	26	0	0	0	14	12	1
Franklin	53021	2018	85+	918	405	513	856	381	475	32	9	23	13	9	4	15	5	10	0	0	0	3	2	1
Franklin	53021	2018	Total	92,540	47,631	44,909	84,382	43,358	41,024	2,101	1,257	844	1,189	664	525	2,086	1,012	1,074	400	205	195	2,382	1,134	1,248

Attachment B – County Split for 2020

Juvenile Center Calculation Per Joint Resolution BC 2016-942 and FC 2016-436						
Source:	Juvenile Youth-At-Risk Population 12-17 (year 2016 forward)					
	Numbers 2012 through 2015 already established by prior resolutions					
		2018	2017	2016	2015	2014
Benton County		17,102	16,819	16,634	21,973	21,797
Franklin County		9,646	9,430	9,252	12,367	12,205
		26,748	26,249	25,886	34,340	34,002
Rolling Average Benton County		18,865				
Rolling Average Franklin County		10,580				
		29,445				
Benton County	64.07%					
Franklin County	35.93%					

AGENDA ITEM: Consent	**TYPE OF ACTION NEEDED**	
MEETING DATE: B/C 1-28-20	Executive Contract	CONSENT AGENDA xx
SUBJECT: Resolution amending Flat Monthly Payment for the 2019-2020 Juvenile Budget	Pass Resolution xx Pass Ordinance ___ Pass Motion ___ Other ___	PUBLIC HEARING ___ 1ST DISCUSSION ___ 2ND DISCUSSION ___ OTHER ___
Prepared By: Rosa Garcia		
Reviewed By: Shela Berry		

BACKGROUND INFORMATION

The 2019-2020 Juvenile Center Operations Budget was submitted in the amount of $10,891,711. Based upon the juvenile population per the Office of Financial Management data tables, Benton County is responsible for $6,978,319 or 64.07%. The 2019-2020 Juvenile Facilities Budget was submitted in the amount of $366,927. Based upon the funding formula of 72% for Benton County, Benton County is responsible for $264,187.

SUMMARY

Benton County is responsible for a combined total of $7,242,506 for the 2019-2020 Juvenile Operations and Juvenile Facilities Budget. Starting February 1, 2020, Benton County is responsible for flat monthly payments in the amount of $300,913.

RECOMMENDATION

I recommend that the Board of Commissioners of Benton County sign the Resolution for flat monthly payments by Benton County

COORDINATION

Coordination of the Resolution occurred as follows: Shela Berry, Administrative Services Manager.

FISCAL IMPACT

This results in a combined total of $7,242,506 for the Juvenile Operations and Facilities Budget.

MOTION

I move that the Board of Benton County Commissioners sign the Resolution approving flat monthly payments by Benton County in the amount of $300,913.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF ADOPTING BENTON COUNTY FLAT MONTHLY PAYMENTS FOR THE 2019-2020 BENTON AND FRANKLIN JUVENILE JUSTICE CENTER OPERATIONS AND FACILITIES BUDGET; AMENDING RESOLUTION 2018-879

WHEREAS, the Boards of Benton and Franklin County Commissioners approved Joint Resolution Benton County 2016-942 and Franklin County 2016-436 a Memorandum of Understanding regarding the allocation of Juvenile Justice Center operations and facilities costs; and

WHEREAS, The Boards of Benton and Franklin County Commissioners amended and approved Section 1.A of the Memorandum of Understanding regarding the allocation of Juvenile Justice Center operations and facilities via Joint Resolution Benton County 2017-807 and Franklin County 2017-332; and

WHEREAS, the Board of Benton County Commissioners approved Resolution 2018-879 on December 4th, 2018, establishing Benton County's 2019-2020 flat monthly payments for the Benton and Franklin Juvenile Justice Center operations and facilities budget; and

WHEREAS, Resolution 2018-879 needs to be amended in order to update the 2020 flat monthly payment based on the updated funding formula for the Benton and Franklin Juvenile Justice Center operations budget; and

WHEREAS, the 2019-2020 Benton and Franklin Juvenile Justice Center Operations Budget was submitted in the amount of $10,891,711. Based upon the updated ratio of each county's juvenile population averaged over five-year periods per the Office of Financial Management data tables attached, Benton County is now responsible for $6,978,319 or 64.07% effective January 1, 2020; and

WHEREAS, the 2019-2020 Benton and Franklin Juvenile Justice Center facilities budget was submitted in the amount of $366,927. Based upon Joint Resolution Benton County 2016-942 and Franklin County 2016-436, Benton County's portion remains the same in the amount of $264,187 or 72% effective January 1, 2020; and

WHEREAS, the combined total for the 2019-2020 Benton and Franklin Juvenile Justice Center operations and facilities budget is $11,258,638, Benton County is responsible for a total of $7,242,506; **NOW, THEREFORE,**

BE IT RESOLVED, by the Board of Commissioners of Benton County, effective February 2020 the flat monthly operating transfer shall be $300,913 and shall occur no later than the first working day of each month thereafter (February paid no later than 2/1, March paid no later than 3/1, etc.); and

BE IT FURTHER RESOLVED, no later than April 2021, the Benton County Commissioners will receive a final 2020 invoice itemizing actual expenditures and any adjustments necessary based on actual expenditures.

BE IT FURTHER RESOLVED, Resolution 2018-879 is hereby amended.

DATED this_____day of_____2020

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

Originals (2): 1-BC Commissioners, 1-Juvenile

S. Berry

Attachment A - Office of Financial Management Data Tables

Source: WWW.OFM.WA.GOV
https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/estimates-april-1-population-age-sex-race-and-hispanic-origin
County (Special age groups): 2010-2018

Area Name	Area ID	Year	Age Group	Total	Male	Female	White Total	White Male	White Female	Black Total	Black Male	Black Female	AIAN Total	AIAN Male	AIAN Female	Asian Total	Asian Male	Asian Female	NHOPI Total	NHOPI Male	NHOPI Female	Two or More Races Total	Two or More Races Male	Two or More Races Female
Benton	53005	2018	15	2,812	1,436	1,375	2,490	1,260	1,229	60	30	31	43	23	20	71	33	38	11	4	7	136	85	51
Benton	53005	2018	16	2,770	1,433	1,338	2,437	1,265	1,172	70	29	41	32	22	11	81	34	46	12	5	7	138	77	61
Benton	53005	2018	17	2,700	1,412	1,288	2,352	1,220	1,131	64	39	25	35	19	16	88	44	44	7	6	1	154	83	71
Benton	53005	2018	18	2,451	1,282	1,169	2,153	1,129	1,024	45	22	23	43	22	21	85	51	34	11	3	8	114	55	58
Benton	53005	2018	19	2,453	1,291	1,162	2,209	1,171	1,038	42	26	16	46	22	24	57	30	28	14	6	8	85	36	50
Benton	53005	2018	0-2	8,108	4,160	3,948	7,063	3,624	3,440	179	88	91	95	46	50	217	115	103	17	9	8	536	279	257
Benton	53005	2018	0-17	51,051	26,170	24,881	44,594	22,903	21,692	1,099	564	535	701	382	319	1,421	624	797	159	82	77	3,077	1,616	1,461
Benton	53005	2018	0-19	55,955	28,743	27,212	48,956	25,202	23,754	1,186	612	574	790	427	363	1,564	704	859	183	91	93	3,276	1,707	1,569
Benton	53005	2018	5-17	37,415	19,211	18,204	32,708	16,843	15,865	798	409	389	538	303	235	1,065	447	619	132	67	65	2,172	1,142	1,030
Benton	53005	2018	12-17	17,102	8,812	8,290	14,965	7,683	7,281	413	209	204	275	168	107	448	194	253	63	33	30	939	524	415
Benton	53005	2018	17-22	14,757	7,602	7,155	13,106	6,764	6,342	330	182	148	270	145	125	373	194	178	51	27	24	627	289	337
Benton	53005	2018	17-29	32,109	16,312	15,797	28,775	14,674	14,101	649	362	287	474	250	224	883	416	467	104	56	48	1,225	554	671
Benton	53005	2018	18-39	53,998	27,481	26,516	48,422	24,744	23,678	1,092	598	494	744	386	358	1,821	867	953	145	78	66	1,774	808	966
Benton	53005	2018	18-54	90,081	45,685	44,396	81,367	41,379	39,988	1,607	911	695	1,223	615	608	3,163	1,485	1,678	213	114	99	2,510	1,182	1,328
Benton	53005	2018	18-64	115,881	58,482	57,399	105,357	53,324	52,033	1,888	1,059	829	1,482	762	721	4,011	1,849	2,162	244	132	112	2,898	1,357	1,541
Benton	53005	2018	20-64	110,977	55,909	55,068	100,995	51,024	49,971	1,801	1,011	790	1,393	717	676	3,869	1,769	2,100	220	123	97	2,699	1,265	1,433
Benton	53005	2018	65+	30,488	14,463	16,025	28,782	13,621	15,161	206	120	87	173	91	82	891	446	446	41	22	19	394	163	231
Benton	53005	2018	70+	19,800	9,181	10,619	18,768	8,686	10,082	109	56	54	102	55	48	533	263	270	25	15	11	263	107	156
Benton	53005	2018	75+	11,772	5,212	6,560	11,259	4,983	6,276	53	20	32	56	34	22	269	124	145	6	4	2	129	47	82
Benton	53005	2018	80+	6,628	2,729	3,899	6,358	2,610	3,748	22	8	14	33	23	10	142	66	76	0	0	0	73	21	51
Benton	53005	2018	85+	3,390	1,252	2,137	3,230	1,187	2,043	12	5	7	16	9	7	77	43	33	0	0	0	54	8	47
Benton	53005	2018	Total	197,420	99,115	98,305	178,734	89,847	88,887	3,193	1,743	1,450	2,356	1,235	1,122	6,324	2,919	3,405	444	236	208	6,369	3,136	3,233
Franklin	53021	2018	15	1,632	825	807	1,475	746	728	38	23	15	10	6	5	32	11	21	11	0	11	66	39	27
Franklin	53021	2018	16	1,597	818	779	1,456	750	707	33	17	16	16	4	12	26	13	13	2	0	1	64	34	29
Franklin	53021	2018	17	1,511	790	721	1,396	728	668	29	15	14	14	12	2	20	13	7	19	4	16	33	18	14
Franklin	53021	2018	18	1,347	709	638	1,196	639	557	30	18	12	27	12	15	36	7	29	9	8	2	50	25	24
Franklin	53021	2018	19	1,337	709	628	1,221	630	591	33	20	13	25	13	11	18	13	4	5	4	1	35	29	6
Franklin	53021	2018	0-2	4,925	2,479	2,446	4,464	2,241	2,223	75	44	31	34	17	17	79	41	38	25	16	8	248	120	128
Franklin	53021	2018	0-17	30,231	15,391	14,840	27,444	13,982	13,462	578	312	266	298	155	143	509	274	235	166	72	94	1,237	596	641
Franklin	53021	2018	0-19	32,916	16,809	16,106	29,860	15,251	14,609	641	350	291	350	181	169	563	294	268	181	84	97	1,321	650	672
Franklin	53021	2018	5-17	21,941	11,176	10,765	19,924	10,162	9,761	441	242	199	228	114	114	381	203	178	120	46	74	847	409	438
Franklin	53021	2018	12-17	9,646	4,831	4,814	8,795	4,410	4,385	206	111	95	97	46	51	165	83	82	48	16	31	335	165	170
Franklin	53021	2018	17-22	8,027	4,252	3,775	7,295	3,848	3,447	200	115	84	125	70	55	136	70	66	54	25	28	218	125	94
Franklin	53021	2018	17-29	17,362	9,075	8,287	15,790	8,199	7,590	427	271	156	227	141	86	328	161	167	107	60	47	484	243	241
Franklin	53021	2018	18-39	28,808	15,075	13,734	26,219	13,653	12,566	686	453	233	426	262	164	618	279	339	152	88	63	708	339	369
Franklin	53021	2018	18-54	44,928	23,517	21,411	40,834	21,278	19,555	1,109	733	376	706	406	300	1,105	513	592	215	125	91	960	463	497
Franklin	53021	2018	18-64	53,443	27,873	25,570	48,676	25,319	23,357	1,355	866	489	806	454	352	1,318	606	712	227	129	97	1,060	498	562
Franklin	53021	2018	20-64	50,759	26,455	24,304	46,259	24,050	22,209	1,292	828	464	755	429	326	1,265	586	679	212	118	94	976	444	532
Franklin	53021	2018	65+	8,866	4,366	4,499	8,263	4,057	4,205	168	78	90	84	55	29	259	132	127	7	4	3	85	40	45
Franklin	53021	2018	70+	5,589	2,710	2,879	5,211	2,524	2,687	123	50	72	57	41	16	146	69	77	3	0	3	49	26	23
Franklin	53021	2018	75+	3,216	1,520	1,696	3,006	1,415	1,591	78	31	47	26	16	10	81	36	45	0	0	0	25	22	3
Franklin	53021	2018	80+	1,788	816	971	1,665	761	904	49	17	33	18	11	7	42	16	26	0	0	0	14	12	1
Franklin	53021	2018	85+	918	405	513	856	381	475	32	9	23	13	9	4	15	5	10	0	0	0	3	2	1
Franklin	53021	2018	Total	92,540	47,631	44,909	84,382	43,358	41,024	2,101	1,257	844	1,189	664	525	2,086	1,012	1,074	400	205	195	2,382	1,134	1,248

Attachment B – County Split for 2020

Juvenile Center Calculation Per Joint Resolution BC 2016-942 and FC 2016-436						
Source:	Juvenile Youth-At-Risk Population 12-17 (year 2016 forward)					
	Numbers 2012 through 2015 already established by prior resolutions					
		2018	2017	2016	2015	2014
Benton County		17,102	16,819	16,634	21,973	21,797
Franklin County		9,646	9,430	9,252	12,367	12,205
		26,748	26,249	25,886	34,340	34,002
Rolling Average Benton County		18,865				
Rolling Average Franklin County		10,580				
		29,445				
Benton County	64.07%					
Franklin County	35.93%					

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 116

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, File,

Prepared by:
L Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Planning Dept Nbr: 116

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Dept 000 TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
558.600	1248	Assistant Planning Manager	$89,900	558.600	1248	Associate Planner	$89,900
TOTAL			$89,900	TOTAL			$89,900

Explanation:

To update line item in EDEN for position 1248 from Assistant Planning Manager to Associate Planner effective February 1, 2020. Associate Planner is a grade 13 on the non bargaining schedule.

Prepared by: Linda Ivey Date: 21-Jan-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

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 NUMBER 0148101, DEPARTMENT NUMBER 117

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:
Ginny Baddley

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Prosecuting Attorney

Dept Nbr: 117

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Dept 117

TRANSFER TO: Dept 117

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300.	1722	Deputy Prosecuting Attorney	$8,000	515.300	1905	Temporary Help	$8,000
TOTAL			$8,000	TOTAL			$8,000

Explanation:

Line item transfer is needed to replenish Temporary Help.

Prepared by: Ginny Baddley

Date: 22-Jan-2020

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH BANLIN CONSTRUCTION, LLC FOR THE NEW ADMINISTRATION BUILDING PROJECT

WHEREAS, by Resolution 2020-029 dated January 7, 2020, an award was made to Banlin Construction, LLC, Kennewick, Washington for the New Administration Building Project and as directed, staff has prepared a contract for Board approval; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of $13,626,417.00 plus WSST has been executed by Banlin Construction, LLC; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded October 1, 2019 to Banlin Construction, LLC, in the amount of $13,626,417.00 plus Washington State Sales Tax; and

BE IT FURTHER RESOLVED, that the Public Works Manager is hereby authorized to proceed with the New Administration Building project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the project shall begin on the date of the Notice to Proceed and be completed in its entirety within four hundred and fifty (450) calendar days as described in the contract documents.

Dated this 28th 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.: Faciltiies R. Blain
c: Auditor

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the seventeenth day of January in the year two thousand and twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Benton County
7122 W Okanogan Pl.
Kennewick, WA 99336
509-736-2704

and the Contractor:
(Name, legal status, address and other information)

Banlin Construction
320 W. Columbia Drive, Kennewick, WA 99336
509-686-2000

for the following Project:
(Name, location and detailed description)

Benton County Administration Building
7122 West Okanogan Place, Kennewick, WA 99336

The Architect:
(Name, legal status, address and other information)

MMEC Architecture & Interiors
1 N. Monroe, Suite 200, Spokane, WA 99201
509-624-6800

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (3B9ADA33)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be upon issuance of the Notice to proceed by the Owner.:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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User Notes: (3B9ADA33)

[X] Not later than four hundred fifty (450) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Thirteen million three hundred thirty eight thousand two hundred ninety four dollars ($ 13,338,294.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alt. #1 Electric Vehicle Charging Station	$40,018.00
Alt. #2 Finishes for Conference Room and Restroom, Second floor	$130,848.00
Alt. #3 Finishes for Work Room and Restrooms, Second floor	$94,181.00
Alt. #4 Atrium Light Fixtures	$23,076.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

(Table Deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Distributed Antenna System	$100,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
-	-	-

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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User Notes: (3B9ADA33)

as specified in Addendum 1

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

-

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2

Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Init.
/
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(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage shall not be
permitted without prior written approval from the Owner.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Retainage will only be released in accordance with RCW 60.28 on completion of the work and once all required forms and reports have been filed with the Owner, Architect, Department of Labor and Industries, Department of Revenue and the Employment Securities Department.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1 % per month per RCW 39.76.011

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

No termination fee

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Robert Blain
7122 W Okanogan Pl
Kennewick, WA 99336
509-736-2704
robert.blain@co.benton.wa.us

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jasen Banta
320 W. Columbia Drive

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User Notes: (3B9ADA33)

Kennewick, WA 99336
509-586-2000
jasen@banlinconstruction.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

The parties shall endeavor to establish necessary protocols governing transmission of Instruments of Service or any other information or documentation in digital form.

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4

(Paragraph Deleted)

.5 Drawings

Number	Title	Date
Refer to attached Exhibit A for drawing index.		

.6 Specifications

Section	Title	Date	Pages
Refer to attached Exhibit B for drawing index.			

.7 Addenda, if any:

Number	Date	Pages
1	December 13, 2019	94

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2	December 18, 2019	7
3	December 18, 2019	1

(Table Deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	Jasen Banta - owner *(Printed name and title)*

Approved as to Form:

Deputy Prosecuting Attorney

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1/21/20

Date

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(3B9ADA33)

Additions and Deletions Report for
AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:04:24 ET on 01/21/2020.

PAGE 1

AGREEMENT made as of the ~~–~~seventeenth day of January in the year two thousand and twenty

...

Benton County
7122 W Okanogan Pl.
Kennewick, WA 99336
509-736-2704

...

Banlin Construction

...

320 W. Columbia Drive, Kennewick, WA 99336

...

509-686-2000

...

Benton County Administration Building

...

7122 West Okanogan Place, Kennewick, WA 99336

...

MMEC Architecture & Interiors

...

1 N. Monroe, Suite 200, Spokane, WA 99201

...

509-624-6800

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PAGE 2

§ 3.1 The date of commencement of the Work shall ~~be:~~be upon issuance of the Notice to proceed by the Owner.:

...

[**X**] The date of this Agreement.

PAGE 3

[**X**] Not later than ~~(~~ four hundred fifty (450) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Thirteen million three hundred thirty eight thousand two hundred ninety four dollars ($ 13,338,294.00), subject to additions and deductions as provided in the Contract Documents.

...

Item	**Price**
Alt. #1 Electric Vehicle Charging Station	$40,018.00
Alt. #2 Finishes for Conference Room and Restroom, Second floor	$130,848.00
Alt. #3 Finishes for Work Room and Restrooms, Second floor	$94,181.00
Alt. #4 Atrium Light Fixtures	$23,076.00

~~Item~~	~~Price~~

...

~~Item~~	~~Price~~	~~Conditions for Acceptance~~

Item	**Price**	**Conditions for Acceptance**

...

Item	**Price**	**Conditions for Acceptance**

...

Distributed Antenna System	$100,000.00	

...

- - -

PAGE 4

as specified in Addendum 1

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...

-

...

§ 5.1.2 ~~The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:~~

...

§ ~~5.1.3~~ Provided that an Application for Payment is received by the Architect not later than the ~~–~~fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the ~~–day of the –~~fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~–(–~~thirty (30) days after the Architect receives the Application for Payment.

...

§ ~~5.1.4~~ 5.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

...

§ ~~5.1.5~~ 5.1.4 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

...

§ ~~5.1.6~~ 5.1.5 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

PAGE 5

Five Percent (5%)

...

§ 5.1.7.2 Reduction or limitation of ~~retainage, if any, shall beas follows:~~retainage shall not be

...

~~*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*~~*permitted without prior written approval from the Owner.*

...

Retainage will only be released in accordance with RCW 60.28 on completion of the work and once all required forms and reports have been filed with the Owner, Architect, Department of Labor and Industries, Department of Revenue and the Employment Securities Department.

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...

1 % per month per RCW 39.76.011

PAGE 6

[**X**] Litigation in a court of competent jurisdiction

...

No termination fee

...

Robert Blain
7122 W Okanogan Pl
Kennewick, WA 99336
509-736-2704

...

robert.blain@co.benton.wa.us

...

Jasen Banta
320 W. Columbia Drive
Kennewick, WA 99336
509-586-2000
jasen@banlinconstruction.com

PAGE 7

The parties shall endeavor to establish necessary protocols governing transmission of Instruments of Service or any other information or documentation in digital form.

...

.2 ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~

...

.4 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

~~*(Insert the date of the E203–2013 incorporated into this Agreement.)*~~

...

Refer to attached Exhibit A for drawing index.

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...

Refer to attached Exhibit B for drawing index.

...

~~Number~~	~~Date~~	~~Pages~~

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1	December 13, 2019	94
2	December 18, 2019	7
3	December 18, 2019	1

...

Approved as to Form:

...

_____

...

Deputy Prosecuting Attorney

PAGE 9

_____

...

Date

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Benton County Administration Building
7122 W. Okanogan Place, Kennewick, WA 99336

THE OWNER:
(Name, legal status and address)

Benton County
7122 W. Okanogan Place, Kennewick, WA 99336

THE ARCHITECT:
(Name, legal status and address)

MMEC Architecture & Interiors
1 N. Monroe, Suite 200, Spokane, WA 99201

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ADDITIONS AND DELETIONS:
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (AIA Document A101-2017 as modified therein) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement otherwise, the Contract documents do include bidding requirements (Advertisements or Invitation to Bid, Instruction to Bidders, Supplementary Instructions to Bidders, sample forms, the Contractors bid and portions of addenda relating to bidding requirements).

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.4. 1 The entire project shall be considered as one "portion" unless separate areas or phases are designated for separate completion times or separate areas of completion and occupancy. This definition is for use in determining release of retainage.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priorities:

1. Modifications, with those of later date having precedence over those of earlier date.
2. The Agreement (AIA Document A101 – 2017 as modified by the parties).
3. Addenda, with those of later date having precedence over those of earlier date.
4. General Conditions of the Contract for Construction (AIA Document A201 – 2017 as modified herein by the parties).
5. Division 1 of the specifications.
6. Drawings and Divisions 2 through 33 of the specifications.
7. Other documents specifically enumerated in the agreement as part of the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 The "Section Includes" listing at the beginning of the specification section presents a brief indication of the principal Work included in that section, but does not limit Work to a specific subject.

§ 1.2.5 Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Architect for determination.

§ 1.2.6 The specifications have been partially "streamlined" and some words and phrases have been intentionally omitted. Missing portions shall be supplied by inference as with notes and drawings.

§ 1.2.7 The words "approve(s)", "directed", "selected", and similar words and phrases shall be presumed to be followed by "Architect". The words "satisfactory", "submitted", "reported" and similar words and phrases shall be presumed to be followed by the word "Architect". Words like "install", "provide", "furnish", and "supply", shall be construed to include complete furnishings and installing or construction. Words like "shown", "noted", and "scheduled" shall have the same meaning as indicated, and are used to assist the reader in locating particular items, Instructions, directions, and requirements as specified shall be considered to be followed by the phrase "unless otherwise specified or indicated".

§ 1.2.8 A colon (:) following a material or item shall be used in place of the words, "shall be".

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

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§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.7.1 Contractor acknowledges that Instruments of Service or any other information of documentation Contractor receives in digital form may contain transmission or translation errors and are issued for convenience only, and if a discrepancy occurs the Contractor shall rely only on hard-copy Instruments of Service.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in the Agreement a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative assigned to the Project.

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§ 2.1.2 The Owners Representative as designated in the Agreement shall be the Owners principal contact with the Contractor, and all communications from the Contractor to the Owner shall be made to the Owners representative and to the Architect. The Owner shall promptly notify the Contractor in writing of any replacement of the Owner's Representative.

§ 2.1.3 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce claims pursuant to bonds.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 The Contractor will be furnished, free of charge, one set of Drawings and Project Manual for use in construction of this Project. Additional sets may be purchased at the cost of reproductions, postage and handling by the Contractor.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The contractor shall not base any claim for additional time or money on any stop-work order issued under the provisions of this Section.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor is an independent contractor and shall not for any purpose relating to or arising out of this Contract be an agent or employee of Owner.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

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promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall provide timely notice, in writing, to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures in writing. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. If the Contractor is instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor in writing, the Contractor shall be fully and solely responsible for performing, and shall proceed to perform, the Work as safely as possible, but the Contractor shall not be liable for any loss or damage directly resulting from the Owner's refusal to accept the particular changes proposed by the Contractor, as opposed to loss or damage resulting from unsafe performance by the Contractor or other causes.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor has the responsibility to ensure all of its employees, Subcontractors, suppliers, and their agents, employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors adhere to the Contract documents, that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials in sufficient time to comply with the Project Schedule. The Contractor shall be coordinate its work with that of all others in the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with the Architect and all others involved, before installation, to plan the most effective and efficient method of overall installation.

§ 3.3.5 Without the prior written consent of Owner, Contractor shall not (i) employ any person to perform work hereunder who is a Close Family member: or (ii) subcontract Work to be performed hereunder to a Close Family

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Member or to any entity which is controlled by a Close Family Member. For the purposes of this Section, a Close Family Member means any of the following biological, step, half, foster, or by marriage person; parents, grandparents, children, grandchildren, spouses, brothers, sisters, or in-laws of any employee of Owner who is directly or indirectly involved with the administration, supervision, or implementation of this Agreement or the Work to be performed hereunder.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 The owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for making agreed upon changes in the Drawings and Specifications and for re-submittals and re-approval by authorities.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.3.1 Contractor shall use adequate numbers of skilled workmen, thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the Work. Owner has the right to require Contractor to remove from its work force assigned to the Work any employee deemed incompetent, careless, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of the Project. Contractor shall promptly furnish qualifications for any employees that in the opinion of Owner are unsatisfactory.

§ 3.4.4 After the Contract has been executed, the owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions:

1. Required product cannot be supplied in time for compliance with Contract requirements.
2. Required product is not acceptable to Owner, or determined to be non-compatible, or cannot be properly coordinated, warranted, or insured, or has other recognized liability as certified by Contractor.
3. Substantial advantage is offered to owner after deducting off-setting disadvantages including delays, additional compensation, to Architect for redesign, investigation, evaluation, other necessary services, and/or similar considerations.

§ 3.4.5 By making requests for substitutions based on Section 3.4.4 above the Contractor:

1. represents that he has personally investigated the proposed substitute product and determined that it is equivalent or superior in all respects to that specified.
2. represents that he has submitted the proposed substitution to owner and has received approval for said substitution.
3. represents he will provide the same warranty for the substitution that he would for that specified.
4. certifies that the cost of data presented is complete and includes all related costs under separate contracts, but excludes the Architects redesign costs, and waives all claims for additional costs related to the substitution which became apparent; and
5. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or

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equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 The warranty shall continue for a period of 1 year from the date of Substantial Completion of the work unless otherwise specified, or as provided in 3.5.11.

§ 3.5.3 The contractor shall remedy at the Contractor's expense any failure to conform or any defect. In addition, the Contractor shall remedy at the Contractors expense damage to real or personal when that damage is the result of:

1. The Contractors failure to conform to Contract requirements; or
2. Any defect of equipment, material, or workmanship.

§ 3.5.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this section. The Contractors warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

§ 3.5.5 The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

§ 3.5.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

§ 3.5.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

1. Obtain Warranties that would be given in normal commercial practice.
2. Require all warranties to be executed in writing, for the benefit of the Owner, if directed by the Owner, and
3. Enforce all warranties for the benefit of the Owner, if Directed by the Owner.

§ 3.5.8 The Contractor is responsible to enforce any subcontractor's, manufacture's, or supplier's warranty should they extend beyond the period specified.

§ 3.5.9 Unless a defect is caused by the negligence of the Contractor, the Contractor shall not be liable for the repair of any defects of material furnished by the Owner nor for the repair of any damage that results from any defect in Owner-furnished material.

§ 3.5.10 The owner's rights with respect to latent defects, gross mistakes, or fraud shall not be limited by the warranty provisions of these Contract Documents.

§ 3.5.11 In the event that the Contractor is required to make repairs during the warranty period, the provisions of Article II, Insurance and Bonds, shall remain in effect at no additional cost to the Owner.

§ 3.5.12 Contractor hereby assigns to the Owner, effective upon Substantial Completion, all express and implied warranties made or assigned at any time to the Contractor by any Subcontractor, Sub-subcontractor or material supplier relating to any part of the Work or any product incorporated into the Work. Such warranties shall be in addition to and shall not diminish the warranties of the Contractor under Subparagraph 3.5.2 or other provisions of the Contract Documents.

§ 3.5.13 Contractor represents and warrants to owner that neither Contractor nor any individual entity. Or organization holding any ownership interest or controlling interest in Contractor, including any officer or director, is an individual, entity, or organization with whom any United States law, regulation, or executive order prohibits U.S. companies and individuals from dealing, including without limitation, names appearing on the SDN List. Contractor covenants to Owner that it will not cause Owner to be in violation of any regulation administered by the Office of Foreign Assets Control.

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§ 3.5.14 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 The Owner shall obtain and pay for plan check(s) as required by the State of Washington and City of Kennewick and required building permit fees. The Contractor shall pay for mechanical and electrical permits required by the State of Washington or local Authority. The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to materials, parking, utility services, temporary obstructions, enclosures, opening and patching of streets, etc. off of the property of the owner arising from the construction and completion of the work.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction or related thereto (including fines and penalties), which costs shall not be considered consequential damages waived by operation of Section 15.1.6 hereof.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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3. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The superintendent shall not be changed except with prior approval of the Architect, unless the superintendent ceases to be in the Contractor's employ. The replacement superintendent shall also be subject to these conditions.

§ 3.9.5 The superintendent's normal and customary duties may include labor related activities associated with installing components of the building.

§ 3.9.6 The superintendent's normal and customary duties shall encompass full-time QUALITY CONTROL, including but not limited to:

1. Proper coordination and sequencing of the various trades, materials, personnel, testing and data during all phases of the project;
2. Process schedule management including critical path analysis.
3. Written confirmation of all important communications shall be kept in the daily construction log.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Prepare and submit all required data under the provisions of Section 01 33 00 – Submittals.

§ 3.10.1.1 Contractor shall promptly notify the Owner and the Architect in writing of any proposed changes in the Project Schedule or the Contract Time or of any event which could delay performance of any item of the Work, stating the cause of the delay, expected duration of the delay, the anticipated effect of the delay on the Project Schedule and the action being taken to correct the delay. Notification of potential delay does NOT constitute a change in the Contract Time; only a Change Order signed by the Owner can amend the Contract Time.

§ 3.10.1.2 If any Project Schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Date(s) of Substantial Completion established in the Work Authorization (as the same may be extended as provided in the Contract Documents), the Contractor shall submit to the Architect and the Owner for their review and approval a narrative description of the means and methods which the Contractor proposes to use to expedite the progress of the Work to ensure timely completion of the various phases of the Work and Work as a whole. Regardless of the cause of any delay, the Contractor shall exercise reasonable efforts to bring the Project back into compliance with the Project Schedule.

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§ 3.10.1.3 To the extent that the Contractor or any Subcontractor, Sub-subcontractor or material supplier is responsible for the delay, the Contractor shall take all necessary action to bring the Project back into compliance with the Project Schedule, including without limitation increasing the number of personnel on the Project and implementing overtime and double shifts, and in that event, the Contractor shall not be entitled to an adjustment in the Contract Sum, Contract Time or the Project Schedule.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Prepare and submit all required data under the provisions of Section 01 33 00 – Submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

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§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 The Contractor shall comply with cleaning instructions contained in the specifications. In absence of specific cleaning instructions, follow accepted cleaning practices or the recommendation of the manufacturer of the material to be cleaned.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and Architect.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall engage a successor architect whose status under the Contract Documents shall be that of the Architect.

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§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.2.1 The Owner is entitled to receive reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.1.2.1 The term "Subcontractor" or "Sub-subcontractor" includes every person or entity who has a contract to perform a portion of the Work at the site, of every tier regardless of how remote. The term "supplier" includes every supplier of materials or equipment used in the Work, of every tier regardless of how remote.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 The Contractor shall first pay out payments received under this Agreement to (and secure the discharge of any liens asserted by) all persons furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors, Sub-subcontractors and suppliers). The Contractor agrees that, provided the Owner has paid the Contractor in accordance with this Agreement, the Owner has the right to a lien-free Project. The Owner may, at its discretion, make joint payments to the Contractor and its creditors. The Owner reserves the right in event any claim is made against the Owner arising out of any obligation incurred by the Contractor under this Agreement or in connection with performance of Work, to withhold payments due or to become due, to the Contractor, in such amounts as are necessary to cover the claim(s) and any costs or expenses arising in connection with the legal settlement thereof. The Contractor further agrees that if any lien or claim is filed or made against the Project site, the Project or the Owner as a result of the Contractor's failure to meet its obligations, the Owner upon fourteen (14) days prior written notice shall have the right to settle said lien or claim directly and deduct the cost of the settlement from payments due the Contractor (and, if the amount still due the Contractor is insufficient to cover such costs, to recover the shortfall from the Contractor directly), provided that the Contractor within such fourteen (14) day period has not settled such lien or claim or provided a bond against such lien or claim in a manner satisfactory to the Owner.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in Application for Payment as if such work were originally part of the Project and Contract Documents.

§ 7.2.3 The allowances outlined in 7.3.11 shall also apply to Change Orders.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such

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case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect in writing within forty-eight hours of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 In Subparagraph 7.3.4, the allowance for the combined overhead, insurance, bonds, coordination, supervision and profit included in the total cost to the owner shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
2. For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4
6. Overhead shall be considered to include hand tools, field office cost's other than included in subparagraph 7.4.7.5, home office costs, and all other costs not specifically listed in paragraph 7.3.4.
7. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs

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including labor, materials, equipment and subcontracts. Labor, materials and equipment shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $1,000.00 be approved without such itemization.

§ 7.4 Minor Changes in the Work

After consultation with the owner, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The time stated for final completion shall include final cleanup of the premises and all documentation required by the Contract Documents.

§ 8.1.1.1 The Contractor shall substantially complete the work as defined by paragraph 9.8.1, no later than **450 days** from the issuance of the Notice to Proceed.

§ 8.1.2 The date of commencement of the Work is the date established in the Notice to Proceed.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.4.1 When computing any period of time, the day of the event from which the period of time begins to run shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day which is not a weekend or holiday. When the period of time allowed is less than seven days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 It is the Contractor's option to complete the project earlier than the date specified in the Contract Documents, thus any claim based on delay shall be evaluated based upon the dates specified in the Contract Documents, not an earlier projected completion that the Contractor may propose.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of Owner, its Architect, its agents or employees or any other Contractor, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. This project closeout amount is different than project retainage, and shall cover expenses related to final corrections, cleaning, submittal of closeout documentation, and related work/value. Prepare and submit Schedule of Values under the provisions of Section 01 29 00 - Contract Considerations.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect and included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The form of application for payment shall be AIA Form G702 - Application and Certificate for Payment, supported by AIA Form G703 - Application and Certification for Payment Continuation Sheet. Submit one original and 2 copies.

§ 9.3.1.4 The Contractor shall not withhold from a subcontractor or supplier more than the percentage of retainage held from processed payment certificates for their portion of the work.

§ 9.3.1.5 Until conditions set forth in Paragraph 9.10 are met, the Owner shall pay ninety-five (95) percent of the amount due the Contractor on account of progress payments.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

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compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Offsite storage will not be approved at locations more than 10 miles from the project site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.1.1 Progress Payments shall fall due on or about the 25th of each month (30 days after receipt of the application for Payment by the Architect.)

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding

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dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The payment shall be sufficient to increase the total payment to ninety-five (95) percent of the contract sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims. The amount of retainage held for incomplete work and unsettled claims shall be double the value of the items remaining to facilitate completion of work and settlement of claims.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The final retainage shall become due and payable to the Contractor in not more than thirty (30) days after issuance of the final Certificate for Payment by the Architect, provided that the conditions of paragraph 9.10.2 are fully satisfied.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11.1 Liquidated Damages: The owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor (and his Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially completed:

as specified in Addendum 1

§ 9.11.2 The work of this Contract shall be commenced on a date to be specified in the Notice to Proceed and shall be completed within the time limits stipulated in the Contract Documents. The Contractor shall reimburse the Owner for any loss suffered through failure to meet the schedule.

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§ 9.11.3 If an extension of Contract time is granted to the Contractor by Change Order, the Contractor shall indemnify and hold harmless the Owner and Architect from any loss to any other Contractor or Subcontractor caused by such extension of time. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

§ 9.11.4 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act; and where under the Contract a time extension is allowed pursuant to Paragraph 8.3, Delays and Extensions of Time, the new time limit fixed by such extension shall be of the essence of this Contract.

§ 9.11.5 When the Contract work is substantially complete, the Architect will notify the Contractor in writing of the substantial completion date. If the Work is not substantially complete by the date established in the Contract Documents, the Contractor shall pay the dollar amount, as defined in the provisions of Paragraph 9.11.1, as liquidated damages for each and every calendar day that the Contractor is in default until the Work is substantially complete. Said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficult of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount shall be deducted from the Contract amount and not paid by the Owner.

§ 9.11.6 For overruns in contract time occurring after substantial completion, damages shall be assessed on the basis of direct architectural, administrative, and related costs assignable to the project until the date of actual completion of all the contract work. The Owner may offset these costs against any payment due the Contractor. The Contractor shall complete the remaining work as promptly as possible. Upon request by the Architect, the Contractor shall furnish a written schedule for completing the Contract.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

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§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner

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shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits and as follows:

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars ($2,000,000) each occurrence, two million dollars ($2,000,000) general aggregate, and two million dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 9.15.

Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million dollars ($1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage

§ 11.1.2.3 The owner, owner's employees, architect, and their consultants shall be named as an Additional Insured on the insurance required in 11.1.2.1.2 and 11.1.2.2 above with a 30 days notice to cancel any coverage, and the insurance shall contain the severability of interest clause as follows: "The insurance afforded herein applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's 'liability'.

§ 11.1.2.4 All coverage shall be placed with an insurance company duly admitted in the State of Washington and shall be reasonable acceptable to Owner.

§ 11.1.2.5 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An

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additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. For insurance written on a Commercial General Liability policy form, an ACORD form 25S will be acceptable. All insurance Certificates of Liability Insurance must name Owner's Project Number, Project Title and Project Address.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Insurance During Warranty Period - In the event the Contractor is required to make corrections on the premises in accordance with the warranty provisions of this Contract, the above insurance requirements shall remain applicable at no additional cost to the Owner.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 11.2.2.1 Causes of Loss The insurance required by this Section 11.2.2 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

11.2.2.2 Specific Required Coverages The insurance required by this Section 11.2.2 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses.

11.2.2.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 11.2.2 or, if necessary, replace the insurance policy required under Section 11.2.2 with property

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insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 1of the General Conditions.

11.2.2.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section 11.2.2 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions of $5,000.00.

§ 11.2.3 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.4 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages to the work caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The

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Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish Owner with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Owner, in an amount equal to 100% of the Contract sum as security for the performance by the Contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bond shall include maintenance provisions covering workmanship and materials for a period of one year or for longer periods where so specified, from and after the Date of Substantial Completion. The Contractor shall include the cost of the Bond as part of the Contract Price.

§ 11.4.4 The Contractor shall promptly furnish additional security required to protect the Owner and persons supplying labor or materials under this Contract if:

.1 Any surety upon any bond furnished with this Contract becomes unacceptable to the Owner;

.2 Any surety fails to furnish reports on its financial condition if requested by the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

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§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.1.1 Contractor shall comply with applicable provisions of Revised Codes of Washington (RCW) and the Washington Administrative Code (WAC), including but not limited to the following (this listing is not intended to limit applicable RCWs and WACs but to emphasize the following):

.1 Prevailing Wage Rates, RCW 39.12 and Certified Payroll Records WAC 296-127-320

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.2 Nondiscrimination, RCW 49.60
.3 Hours of Labor, RCW 49.28
.4 Contractor's Bond, RCW 39.08
.5 Contractor's Regulations, RCW 18.27
.6 Handicapped Provisions, RCW 70.92

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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§ 13.5 Interest

Payments due and unpaid under the Contract Documents (30 days from date received by the Architect) shall bear no interest until 30 days past due, thereafter they shall bear interest at the rate of 8% per annum calculated from 30 days past due (60 days from date received by the Architect) until the date of the check as posted by the Owner.

§ 13.6 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by e-mail, facsimile, registered or certified mail or by courier service to the last business address or e-mail address known to the party giving notice. The date of written notice shall be the earlier of the date of personal delivery, actual date of dispatch for e-mail or facsimile, or three (3) calendar days after the date of postmark for mail.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

.5 becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency or makes an assignment for the benefit of creditors without the previous written consent of the Owner, except to a financial institutional authorized to do business in the State of Washington; then, the Owner may, after serving seven days notice to the Contractor and surety, either:

.1 Transfer the performance of work from the Contractor to the surety or;

.2 Terminate the Contract and, at the Owner's option, provide such labor or materials as required

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to complete the work or delete the remaining work. Any extra costs or damages to the owner shall be deducted from any money due or coming due to the Contractor under the Contract.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 The Contractor and the surety shall bear any extra expenses incurred by the Owner in completing the work, including all increased costs for completing the work, and all damages sustained, or which may be sustained, by the Owner by reason of such refusal, neglect, failure, or discontinuance of work by the contractor. After all the Work contemplated under the Contract has been completed, the Owner will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance to the Contractor, the excess will be paid by the Owner to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the surety shall be jointly and severally liable to the Owner and pay the difference to the Owner on demand.

§ 14.2.5 Upon receipt of a notice that the work is being transferred to the surety, the surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the work included under the Contract and employ by Contract or otherwise any person or persons satisfactory to the Owner to finish the work and provide the materials without termination of the Contract. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments on estimates covering work subsequent to the transfer shall be made to the extent permitted under law to the surety or its agents without any right of the Contractor to make any claim.

§ 14.2.6 The Contractor and its surety shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Owner in the work.

§ 14.2.7 If the termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been pursuant to Sections 14.3, Suspension by the Owner for Convenience and 14.4 Termination by the Owner for Convenience.

§ 14.2.8 The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

If the contractor asserts there is cause for a claim, the contractor shall:

1. Immediately give a signed written notice of claim to the Architect and the Owner before doing the Work;
2. Supplement the written claim notice within 7-calendar days with a written statement and supporting documents providing the following:
   a. The date and nature of the claim;
   b. A full discussion of the circumstances which caused the claim, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the claim;
   c. The estimated dollar cost, if any, of the Work related to the claim and a detailed breakdown showing how that estimate was determined; and
   d. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
   e. If the claim is continuing, the information required above shall be supplemented upon request by the Architect until the claim is resolved.

Once such Claim is identified, the claimant shall cooperate with the Architect and the other party against whom the Claim is made in an effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim. The claim resolution procedure defined in Section 15.2 shall be followed upon receipt of Contractor's claim.

Throughout any Work related to a claim, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Architect and Owner access to these and any other records related to the Work as determined by the Architect and Owner. The records for disputed work shall be in accordance with section 7.3.7.

By failing to follow the procedures of this Section, the Contractor completely waives any right for compensation or extended duration claims for protested Work. An additional Claim made after the initial Claim has been implemented by Change Order will not be allowed.

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(Paragraphs deleted)

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 No adjustment in the Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 15.1.5.2 The parties agree that an integral part of this Contract is the ability to resolve claims and disputes in a timely manner. To achieve this timely resolution, the parties agree to establish a set cost allowance for delays and time extensions. There will be no additional allowance for equitable adjustment for any general conditions, costs or mobilization, demobilization, layout, temporary facilities, equipment, home office, or field overhead costs (extended overhead) or other costs of supervision herein relating to change orders, time extensions, or delays, other than as set forth in this paragraph. The Owner will pay only for the following verifiable costs associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the Project Superintendent; 2) the cost associated with the fair rental value of the Project Superintendent's vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility including telephone line, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make claim for an increase in the Contract time, as stated in the Contract Documents, written notice, as provided herein, shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work based on contract time as stated in the Contract Documents. In case of a continuing delay, only one claim is necessary. All claims for costs related to claims for additional time shall be pursuant to Section 4.3.5. No adjustment in the Contract Time shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for
AIA® Document A201™ – 2017

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PAGE 1

Benton County Administration Building
7122 W. Okanogan Place, Kennewick, WA 99336

...

Benton County
7122 W. Okanogan Place, Kennewick, WA 99336

...

MMEC Architecture & Interiors
1 N. Monroe, Suite 200, Spokane, WA 99201

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor ~~(hereinafter the Agreement)~~ (AIA Document A101-2017 as modified therein) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the ~~Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~Agreement otherwise, the Contract documents do include bidding requirements (Advertisements or Invitation to Bid, Instruction to Bidders, Supplementary Instructions to Bidders, sample forms, the Contractors bid and portions of addenda relating to bidding requirements).

...

§ 1.1.4. 1 The entire project shall be considered as one "portion" unless separate areas or phases are designated for separate completion times or separate areas of completion and occupancy. This definition is for use in determining release of retainage.

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§ 1.2.1.2 In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priorities:

1. Modifications, with those of later date having precedence over those of earlier date.
2. The Agreement (AIA Document A101 – 2017 as modified by the parties).
3. Addenda, with those of later date having precedence over those of earlier date.
4. General Conditions of the Contract for Construction (AIA Document A201 – 2017 as modified herein by the parties).

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5. Division 1 of the specifications.
6. Drawings and Divisions 2 through 33 of the specifications.
7. Other documents specifically enumerated in the agreement as part of the Contract Documents.

...

§ 1.2.4 The "Section Includes" listing at the beginning of the specification section presents a brief indication of the principal Work included in that section, but does not limit Work to a specific subject.

§ 1.2.5 Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Architect for determination.

§ 1.2.6 The specifications have been partially "streamlined" and some words and phrases have been intentionally omitted. Missing portions shall be supplied by inference as with notes and drawings.

§ 1.2.7 The words "approve(s)", "directed", "selected", and similar words and phrases shall be presumed to be followed by "Architect". The words "satisfactory", "submitted", "reported" and similar words and phrases shall be presumed to be followed by the word "Architect". Words like "install", "provide", "furnish", and "supply", shall be construed to include complete furnishings and installing or construction. Words like "shown", "noted", and "scheduled" shall have the same meaning as indicated, and are used to assist the reader in locating particular items, Instructions, directions, and requirements as specified shall be considered to be followed by the phrase "unless otherwise specified or indicated".

§ 1.2.8 A colon (:) following a material or item shall be used in place of the words, "shall be".

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§ 1.7.1 Contractor acknowledges that Instruments of Service or any other information of documentation Contractor receives in digital form may contain transmission or translation errors and are issued for convenience only, and if a discrepancy occurs the Contractor shall rely only on hard-copy Instruments of Service.

...

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in ~~writing~~ the Agreement a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized ~~representative.~~representative assigned to the Project.

§ 2.1.2 The ~~Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~Owners Representative as designated in the Agreement shall be the Owners principal contact with the Contractor, and all communications from the Contractor to the Owner shall be made to the Owners representative and to the Architect. The Owner shall promptly notify the Contractor in writing of any replacement of the Owner's Representative.

§ 2.1.3 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce claims pursuant to bonds.

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§ 2.3.6 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~The Contractor will be

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furnished, free of charge, one set of Drawings and Project Manual for use in construction of this Project. Additional sets may be purchased at the cost of reproductions, postage and handling by the Contractor.

...

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The contractor shall not base any claim for additional time or money on any stop-work order issued under the provisions of this Section.

...

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor is an independent contractor and shall not for any purpose relating to or arising out of this Contract be an agent or employee of Owner.
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§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall ~~give timely notice~~ provide timely notice, in writing, to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or ~~procedures.~~ procedures in writing. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. If the Contractor is instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor in writing, the Contractor shall be fully and solely responsible for performing, and shall proceed to perform, the Work as safely as possible, but the Contractor shall not be liable for any loss or damage directly resulting from the Owner's refusal to accept the particular changes proposed by the Contractor, as opposed to loss or damage resulting from unsafe performance by the Contractor or other causes.

...

§ 3.3.4 The Contractor has the responsibility to ensure all of its employees, Subcontractors, suppliers, and their agents, employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors adhere to the Contract documents, that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials in sufficient time to comply with the Project Schedule. The Contractor shall be coordinate its work with that of all others in the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with the Architect and all others involved, before installation, to plan the most effective and efficient method of overall installation.

§ 3.3.5 Without the prior written consent of Owner, Contractor shall not (i) employ any person to perform work hereunder who is a Close Family member: or (ii) subcontract Work to be performed hereunder to a Close Family Member or to any entity which is controlled by a Close Family Member. For the purposes of this Section, a Close Family Member means any of the following biological, step, half, foster, or by marriage person; parents, grandparents, children, grandchildren, spouses, brothers, sisters, or in-laws of any employee of Owner who is directly or indirectly

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involved with the administration, supervision, or implementation of this Agreement or the Work to be performed hereunder.

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§ 3.4.2.1 The owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for making agreed upon changes in the Drawings and Specifications and for re-submittals and re-approval by authorities.

§ 3.4.3.1 Contractor shall use adequate numbers of skilled workmen, thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the Work. Owner has the right to require Contractor to remove from its work force assigned to the Work any employee deemed incompetent, careless, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of the Project. Contractor shall promptly furnish qualifications for any employees that in the opinion of Owner are unsatisfactory.

§ 3.4.4 After the Contract has been executed, the owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions:

1. Required product cannot be supplied in time for compliance with Contract requirements.
2. Required product is not acceptable to Owner, or determined to be non-compatible, or cannot be properly coordinated, warranted, or insured, or has other recognized liability as certified by Contractor.
3. Substantial advantage is offered to owner after deducting off-setting disadvantages including delays, additional compensation, to Architect for redesign, investigation, evaluation, other necessary services, and/or similar considerations.

§ 3.4.5 By making requests for substitutions based on Section 3.4.4 above the Contractor:

1. represents that he has personally investigated the proposed substitute product and determined that it is equivalent or superior in all respects to that specified.
2. represents that he has submitted the proposed substitution to owner and has received approval for said substitution.
3. represents he will provide the same warranty for the substitution that he would for that specified.
4. certifies that the cost of data presented is complete and includes all related costs under separate contracts, but excludes the Architects redesign costs, and waives all claims for additional costs related to the substitution which became apparent; and
5. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

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§ 3.5.2 ~~All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.~~The warranty shall continue for a period of 1 year from the date of Substantial Completion of the work unless otherwise specified, or as provided in 3.5.11.

§ 3.5.3 The contractor shall remedy at the Contractor's expense any failure to conform or any defect. In addition, the Contractor shall remedy at the Contractors expense damage to real or personal when that damage is the result of:

1. The Contractors failure to conform to Contract requirements; or
2. Any defect of equipment, material, or workmanship.

§ 3.5.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this section. The Contractors warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

§ 3.5.5 The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

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§ 3.5.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

§ 3.5.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

1. Obtain Warranties that would be given in normal commercial practice.
2. Require all warranties to be executed in writing, for the benefit of the Owner, if directed by the Owner, and
3. Enforce all warranties for the benefit of the Owner, if Directed by the Owner.

§ 3.5.8 The Contractor is responsible to enforce any subcontractor's, manufacture's, or supplier's warranty should they extend beyond the period specified.

§ 3.5.9 Unless a defect is caused by the negligence of the Contractor, the Contractor shall not be liable for the repair of any defects of material furnished by the Owner nor for the repair of any damage that results from any defect in Owner-furnished material.

§ 3.5.10 The owner's rights with respect to latent defects, gross mistakes, or fraud shall not be limited by the warranty provisions of these Contract Documents.

§ 3.5.11 In the event that the Contractor is required to make repairs during the warranty period, the provisions of Article II, Insurance and Bonds, shall remain in effect at no additional cost to the Owner.

§ 3.5.12 Contractor hereby assigns to the Owner, effective upon Substantial Completion, all express and implied warranties made or assigned at any time to the Contractor by any Subcontractor, Sub-subcontractor or material supplier relating to any part of the Work or any product incorporated into the Work. Such warranties shall be in addition to and shall not diminish the warranties of the Contractor under Subparagraph 3.5.2 or other provisions of the Contract Documents.

§ 3.5.13 Contractor represents and warrants to owner that neither Contractor nor any individual entity. Or organization holding any ownership interest or controlling interest in Contractor, including any officer or director, is an individual, entity, or organization with whom any United States law, regulation, or executive order prohibits U.S. companies and individuals from dealing, including without limitation, names appearing on the SDN List. Contractor covenants to Owner that it will not cause Owner to be in violation of any regulation administered by the Office of Foreign Assets Control.

§ 3.5.14 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

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§ 3.7.1 ~~Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.~~The Owner shall obtain and pay for plan check(s) as required by the State of Washington and City of Kennewick and required building permit fees. The Contractor shall pay for mechanical and electrical permits required by the State of Washington or local Authority. The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to materials, parking, utility services, temporary obstructions, enclosures, opening and patching of streets, etc. off of the property of the owner arising from the construction and completion of the work.

...

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to ~~correction.~~correction or related thereto (including fines and penalties), which costs shall not be considered consequential damages waived by operation of Section 15.1.6 hereof.

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...

~~.1~~ 1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

~~.2~~ 2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

~~.3~~ 3. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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§ 3.9.4 The superintendent shall not be changed except with prior approval of the Architect, unless the superintendent ceases to be in the Contractor's employ. The replacement superintendent shall also be subject to these conditions.

§ 3.9.5 The superintendent's normal and customary duties may include labor related activities associated with installing components of the building.

§ 3.9.6 The superintendent's normal and customary duties shall encompass full-time QUALITY CONTROL, including but not limited to:

1. Proper coordination and sequencing of the various trades, materials, personnel, testing and data during all phases of the project;
2. Process schedule management including critical path analysis.
3. Written confirmation of all important communications shall be kept in the daily construction log.

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Prepare and submit all required data under the provisions of Section 01 33 00 – Submittals.

§ 3.10.1.1 Contractor shall promptly notify the Owner and the Architect in writing of any proposed changes in the Project Schedule or the Contract Time or of any event which could delay performance of any item of the Work, stating the cause of the delay, expected duration of the delay, the anticipated effect of the delay on the Project Schedule and the action being taken to correct the delay. Notification of potential delay does NOT constitute a change in the Contract Time; only a Change Order signed by the Owner can amend the Contract Time.

§ 3.10.1.2 If any Project Schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Date(s) of Substantial Completion established in the Work Authorization (as the same may be extended as provided in the Contract Documents), the Contractor shall submit to the Architect and the Owner for their review and approval a narrative description of the means and methods which the Contractor proposes to use to expedite the progress of the Work to ensure timely completion of the various phases of the Work and Work as a whole. Regardless of the cause of any delay, the Contractor shall exercise reasonable efforts to bring the Project back into compliance with the Project Schedule.

§ 3.10.1.3 To the extent that the Contractor or any Subcontractor, Sub-subcontractor or material supplier is responsible for the delay, the Contractor shall take all necessary action to bring the Project back into compliance with the Project Schedule, including without limitation increasing the number of personnel on the Project and implementing overtime and double shifts, and in that event, the Contractor shall not be entitled to an adjustment in the Contract Sum, Contract Time or the Project Schedule.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Prepare and submit all required data under the provisions of Section 01 33 00 – Submittals.

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§ 3.15.3 The Contractor shall comply with cleaning instructions contained in the specifications. In absence of specific cleaning instructions, follow accepted cleaning practices or the recommendation of the manufacturer of the material to be cleaned.

...

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the ~~Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~Owner and Architect.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall engage a successor architect whose status under the Contract Documents shall be that of the Architect.

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§ 4.2.2.1 The Owner is entitled to receive reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

...

§ 4.2.7 The Architect ~~will~~ shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 5.1.2.1 The term "Subcontractor" or "Sub-subcontractor" includes every person or entity who has a contract to perform a portion of the Work at the site, of every tier regardless of how remote. The term "supplier" includes every supplier of materials or equipment used in the Work, of every tier regardless of how remote.

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§ 5.3.1 The Contractor shall first pay out payments received under this Agreement to (and secure the discharge of any liens asserted by) all persons furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors, Sub-subcontractors and suppliers). The Contractor agrees that, provided the Owner has paid the Contractor in accordance with this Agreement, the Owner has the right to a lien-free Project. The Owner may, at its discretion, make joint payments to the Contractor and its creditors. The Owner reserves the right in event any claim is made against the Owner arising out of any obligation incurred by the

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Contractor under this Agreement or in connection with performance of Work, to withhold payments due or to become due, to the Contractor, in such amounts as are necessary to cover the claim(s) and any costs or expenses arising in connection with the legal settlement thereof. The Contractor further agrees that if any lien or claim is filed or made against the Project site, the Project or the Owner as a result of the Contractor's failure to meet its obligations, the Owner upon fourteen (14) days prior written notice shall have the right to settle said lien or claim directly and deduct the cost of the settlement from payments due the Contractor (and, if the amount still due the Contractor is insufficient to cover such costs, to recover the shortfall from the Contractor directly), provided that the Contractor within such fourteen (14) day period has not settled such lien or claim or provided a bond against such lien or claim in a manner satisfactory to the Owner.

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§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in Application for Payment as if such work were originally part of the Project and Contract Documents.

§ 7.2.3 The allowances outlined in 7.3.11 shall also apply to Change Orders.

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§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect in writing within forty-eight hours of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

...

§ 7.3.11 In Subparagraph 7.3.4, the allowance for the combined overhead, insurance, bonds, coordination, supervision and profit included in the total cost to the owner shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
2. For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4
6. Overhead shall be considered to include hand tools, field office cost's other than included in subparagraph 7.4.7.5, home office costs, and all other costs not specifically listed in paragraph 7.3.4.
7. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, equipment and subcontracts. Labor, materials and equipment shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $1,000.00 be approved without such itemization.

~~The~~ After consultation with the owner, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The time stated for final completion shall include final cleanup of the premises and all documentation required by the Contract Documents.

§ 8.1.1.1 The Contractor shall substantially complete the work as defined by paragraph 9.8.1, no later than **450 days** from the issuance of the Notice to Proceed.

§ 8.1.2 The date of commencement of the Work is the date established in the ~~Agreement.~~Notice to Proceed.

...

§ 8.1.4.1 When computing any period of time, the day of the event from which the period of time begins to run shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day which is not a weekend or holiday. When the period of time allowed is less than seven days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

...

§ 8.2.4 It is the Contractor's option to complete the project earlier than the date specified in the Contract Documents, thus any claim based on delay shall be evaluated based upon the dates specified in the Contract Documents, not an earlier projected completion that the Contractor may propose.

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§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of Owner, its Architect, its agents or employees or any other Contractor, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work.

...

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. This project closeout amount is different than project retainage, and shall cover expenses related to final corrections, cleaning, submittal of closeout documentation, and related work/value. Prepare and submit Schedule of Values under the provisions of Section 01 29 00 - Contract Considerations.

...

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the ~~Architect, but not yet~~ Architect and included in Change Orders.

...

§ 9.3.1.3 The form of application for payment shall be AIA Form G702 - Application and Certificate for Payment, supported by AIA Form G703 - Application and Certification for Payment Continuation Sheet. Submit one original and 2 copies.

§ 9.3.1.4 The Contractor shall not withhold from a subcontractor or supplier more than the percentage of retainage held

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from processed payment certificates for their portion of the work.

§ 9.3.1.5 Until conditions set forth in Paragraph 9.10 are met, the Owner shall pay ninety-five (95) percent of the amount due the Contractor on account of progress payments.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Offsite storage will not be approved at locations more than 10 miles from the project site.

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§ 9.6.1.1 Progress Payments shall fall due on or about the 25th of each month (30 days after receipt of the application for Payment by the Architect.)

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The payment shall be sufficient to increase the total payment to ninety-five (95) percent of the contract sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims. The amount of retainage held for incomplete work and unsettled claims shall be double the value of the items remaining to facilitate completion of work and settlement of claims.

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§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The final retainage shall become due and payable to the Contractor in not more than thirty (30) days after issuance of the final Certificate for Payment by the Architect, provided that the conditions of paragraph 9.10.2 are fully satisfied.

...

§ 9.11.1 Liquidated Damages: The owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor (and his Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially completed:

as specified in Addendum 1

§ 9.11.2 The work of this Contract shall be commenced on a date to be specified in the Notice to Proceed and shall be completed within the time limits stipulated in the Contract Documents. The Contractor shall reimburse the Owner for any loss suffered through failure to meet the schedule.

§ 9.11.3 If an extension of Contract time is granted to the Contractor by Change Order, the Contractor shall indemnify and hold harmless the Owner and Architect from any loss to any other Contractor or Subcontractor caused by such extension of time. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

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§ 9.11.4 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act; and where under the Contract a time extension is allowed pursuant to Paragraph 8.3, Delays and Extensions of Time, the new time limit fixed by such extension shall be of the essence of this Contract.

§ 9.11.5 When the Contract work is substantially complete, the Architect will notify the Contractor in writing of the substantial completion date. If the Work is not substantially complete by the date established in the Contract Documents, the Contractor shall pay the dollar amount, as defined in the provisions of Paragraph 9.11.1, as liquidated damages for each and every calendar day that the Contractor is in default until the Work is substantially complete. Said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficult of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount shall be deducted from the Contract amount and not paid by the Owner.

§ 9.11.6 For overruns in contract time occurring after substantial completion, damages shall be assessed on the basis of direct architectural, administrative, and related costs assignable to the project until the date of actual completion of all the contract work. The Owner may offset these costs against any payment due the Contractor. The Contractor shall complete the remaining work as promptly as possible. Upon request by the Architect, the Contractor shall furnish a written schedule for completing the Contract.

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§ 10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

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§ 11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits and as follows:

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars ($2,000,000) each occurrence, two million dollars ($2,000,000) general aggregate, and two million dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 9.15.

Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million dollars ($1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage

§ 11.1.2.3 The owner, owner's employees, architect, and their consultants shall be named as an Additional Insured on the insurance required in 11.1.2.1.2 and 11.1.2.2 above with a 30 days notice to cancel any coverage, and the insurance shall contain the severability of interest clause as follows: "The insurance afforded herein applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's 'liability'.

§ 11.1.2.4 All coverage shall be placed with an insurance company duly admitted in the State of Washington and shall be reasonable acceptable to Owner.

§ 11.1.2.5 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies

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will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. For insurance written on a Commercial General Liability policy form, an ACORD form 25S will be acceptable. All insurance Certificates of Liability Insurance must name Owner's Project Number, Project Title and Project Address.

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§ 11.1.4 ~~Notice of Cancellation or Expiration of Contractor's Required Insurance.~~ ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~Insurance During Warranty Period - In the event the Contractor is required to make corrections on the premises in accordance with the warranty provisions of this Contract, the above insurance requirements shall remain applicable at no additional cost to the Owner.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

...

§ 11.2.2 ~~Failure to Purchase Required Property Insurance.~~ ~~If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~**T**he Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 11.2.2.1 Causes of Loss The insurance required by this Section 11.2.2 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

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11.2.2.2 Specific Required Coverages The insurance required by this Section 11.2.2 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses.

11.2.2.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 11.2.2 or, if necessary, replace the insurance policy required under Section 11.2.2 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 1of the General Conditions.

11.2.2.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section 11.2.2 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions of $5,000.00.

§ 11.2.3 ~~Notice of Cancellation or Expiration of Owner's Required Property Insurance.~~ ~~Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by~~ **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall ~~provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon~~ inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, ~~shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3)~~ the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent ~~any~~ the loss to the Owner would have been covered by the insurance ~~had it not expired or been cancelled. If the Contractor purchases replacement coverage, the~~ to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by ~~an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.4 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages to the work caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of

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subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish Owner with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Owner, in an amount equal to 100% of the Contract sum as security for the performance by the Contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bond shall include maintenance provisions covering workmanship and materials for a period of one year or for longer periods where so specified, from and after the Date of Substantial Completion. The Contractor shall include the cost of the Bond as part of the Contract Price.

§ 11.4.4 The Contractor shall promptly furnish additional security required to protect the Owner and persons supplying labor or materials under this Contract if:

.1 Any surety upon any bond furnished with this Contract becomes unacceptable to the Owner;

.2 Any surety fails to furnish reports on its financial condition if requested by the Owner.

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§ 13.1.1 Contractor shall comply with applicable provisions of Revised Codes of Washington (RCW) and the Washington Administrative Code (WAC), including but not limited to the following (this listing is not intended to limit applicable RCWs and WACs but to emphasize the following):

.1 Prevailing Wage Rates, RCW 39.12 and Certified Payroll Records WAC 296-127-320

.2 Nondiscrimination, RCW 49.60

.3 Hours of Labor, RCW 49.28

.4 Contractor's Bond, RCW 39.08

.5 Contractor's Regulations, RCW 18.27

.6 Handicapped Provisions, RCW 70.92

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Payments due and unpaid under the Contract Documents ~~shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~(30 days from date received by the Architect) shall bear no interest until 30 days past due, thereafter they shall bear interest at the rate of 8% per annum calculated from 30 days past due (60 days from date received by the Architect) until the date of the check as posted by the Owner.

§ 13.6 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by e-mail, facsimile, registered or certified mail or by courier service to the last business address or e-mail address known to the party giving notice. The date of written notice shall be the earlier of the date of personal delivery, actual date of dispatch for e-mail or facsimile, or three (3) calendar days after the date of postmark for mail.

...

.5 becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency or makes an assignment for the benefit of creditors without the previous written consent of the Owner, except to a financial institutional authorized to do business in the State of Washington; then, the Owner may, after serving seven days notice to the Contractor and surety, either:

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.1 Transfer the performance of work from the Contractor to the surety or;

.2 Terminate the Contract and, at the Owner's option, provide such labor or materials as required to complete the work or delete the remaining work. Any extra costs or damages to the owner shall be deducted from any money due or coming due to the Contractor under the Contract.

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§ 14.2.4 ~~If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs~~ The Contractor and the surety shall bear any extra expenses incurred by the Owner in completing the work, including all increased costs for completing the work, and all damages sustained, or which may be sustained, by the Owner by reason of such refusal, neglect, failure, or discontinuance of work by the contractor. After all the Work contemplated under the Contract has been completed, the Owner will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance to the Contractor, the excess will be paid by the Owner to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor ~~shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.~~and the surety shall be jointly and severally liable to the Owner and pay the difference to the Owner on demand.

§ 14.2.5 Upon receipt of a notice that the work is being transferred to the surety, the surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the work included under the Contract and employ by Contract or otherwise any person or persons satisfactory to the Owner to finish the work and provide the materials without termination of the Contract. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments on estimates covering work subsequent to the transfer shall be made to the extent permitted under law to the surety or its agents without any right of the Contractor to make any claim.

§ 14.2.6 The Contractor and its surety shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Owner in the work.

§ 14.2.7 If the termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been pursuant to Sections 14.3, Suspension by the Owner for Convenience and 14.4 Termination by the Owner for Convenience.

§ 14.2.8 The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this Contract.

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If the contractor asserts there is cause for a claim, the contractor shall:

1. Immediately give a signed written notice of claim to the Architect and the Owner before doing the Work;
2. Supplement the written claim notice within 7-calendar days with a written statement and supporting documents providing the following:
   a. The date and nature of the claim;
   b. A full discussion of the circumstances which caused the claim, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the claim;
   c. The estimated dollar cost, if any, of the Work related to the claim and a detailed breakdown showing how that estimate was determined; and
   d. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
   e. If the claim is continuing, the information required above shall be supplemented upon request by the Architect until the claim is resolved.

Once such Claim is identified, the claimant shall cooperate with the Architect and the other party against whom the Claim is made in an effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim. The claim resolution procedure defined in Section 15.2 shall be followed upon receipt of Contractor's claim.

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Throughout any Work related to a claim, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Architect and Owner access to these and any other records related to the Work as determined by the Architect and Owner. The records for disputed work shall be in accordance with section 7.3.7. By failing to follow the procedures of this Section, the Contractor completely waives any right for compensation or extended duration claims for protested Work. An additional Claim made after the initial Claim has been implemented by Change Order will not be allowed.

~~**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~

~~**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~

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§ 15.1.5.1 No adjustment in the Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 15.1.5.2 The parties agree that an integral part of this Contract is the ability to resolve claims and disputes in a timely manner. To achieve this timely resolution, the parties agree to establish a set cost allowance for delays and time extensions. There will be no additional allowance for equitable adjustment for any general conditions, costs or mobilization, demobilization, layout, temporary facilities, equipment, home office, or field overhead costs (extended overhead) or other costs of supervision herein relating to change orders, time extensions, or delays, other than as set forth in this paragraph. The Owner will pay only for the following verifiable costs associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the Project Superintendent; 2) the cost associated with the fair rental value of the Project Superintendent's vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility including telephone line, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed.

§ 15.1.6.1 If the Contractor wishes to make ~~a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim~~ claim for an increase in the Contract time, as stated in the Contract Documents, written notice, as provided herein, shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of ~~the Work. In the~~ the Work based on contract time as stated in the Contract Documents. In case of a continuing delay, only one ~~Claim is necessary.~~claim is necessary. All claims for costs related to claims for additional time shall be pursuant to Section 4.3.5. No adjustment in the Contract Time shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

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_____

(Signed)

_____

(Title)

_____

(Dated)

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23 0593	TESTING, ADJUSTING, AND BALANCING (TAB)
23 0700	MECHANICAL INSULATION

23 0800	HVAC COMMISSIONING
	COMMISSIONING COMPLIANCE CHECKLIST
23 0900	INSTRUMENTATION AND CONTROLS FOR HVAC
23 0926	VARIABLE FREQUENCY DRIVES
23 2315	REFRIGERANT PIPING AND SPECIALTIES - SPLIT SYSTEMS
23 3113	HVAC DUCTS
23 3300	DUCT ACCESSORIES
23 3423	POWER VENTILATORS
23 3713	AIR INLETS, OUTLETS AND LOUVERS
23 4100	AIR FILTERS
23 7219	INDOOR FIXED-PLATE AIR-TO-AIR ENERGY-RECOVERY UNITS
23 7323	CUSTOM AIR HANDLING UNITS
23 8127	DUCTLESS SPLIT-SYSTEM AIR-CONDITIONING UNITS
23 8150	VARIABLE REFRIGERANT FLOW (VRF) SYSTEMS
23 8239	ELECTRIC WALL HEATERS

DIVISION 26 – ELECTRICAL

26 0500	COMMON WORK RESULTS
26 0519	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS & CABLES
26 0526	GROUNDING AND BONDING
26 0529	HANGERS AND SUPPORTS
26 0533	RACEWAY AND BOXES
26 0540	OUTLET, JUNCTION AND PULL BOXES
26 0548	VIBRATION AND SEISMIC CONTROLS
26 0553	IDENTIFICATION
26 0943	NETWORK LIGHTING CONTROLS
26 2200	LOW VOLTAGE TRANSFORMERS
26 2413	SWITCHBOARDS
26 2416	PANELBOARDS
26 2726	WIRING DEVICES
26 2813	FUSES
26 2816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
26 2913	ENCLOSED CONTROLLERS
26 3213	EMERGENCY GENERATOR
26 3600	AUTOMATIC TRANSFER SWITCHES
26 5100	LIGHTING
26 7000	ELECTRIC VEHICLE CHARGING STATIONS

DIVISION 27 – COMMUNICATIONS

27 0533	CONDUITS & BACK BOXES FOR COMMUNICATIONS SYSTEMS
27 0536	CABLE TRAYS FOR COMMUNICATIONS SYSTEMS
27 1300	LAN – DATA / TELEPHONE
27 5130	HEARING ROOM AV SYSTEM
27 5313	WIRELESS CLOCK SYSTEM

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

~~28 0000~~	~~INTEGRATED SYSTEMS~~ (Deleted in Addendum 1)
28 3100	FIRE ALARM AND SMOKE CONTROL SYSTEM
28 3173	DISTRIBUTED ANTENNA SYSTEM

DIVISION 31 – EARTHWORK

31 1000	SITE CLEARING
31 2000	EARTH MOVING

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 1216	ASPHALT PAVING

32 1313	CONCRETE PAVING
32 1373	CONCRETE PAVING JOINT SEALANTS
32 1443	POROUS PAVING
32 1914	LANDSCAPE BOULDERS
32 3113	CHAINLINK FENCES
32 8400	IRRIGATION
32 9119	LANDSCAPE GRADING
32 9200	TURFS AND GRASSES
32 9300	PLANTS
32 9301	LANDSCAPE MAINTENANCE

DIVISION 33 – UTILITIES

33 1000	WATER DISTRIBUTION
33 3000	SANITARY SEWER
33 4000	STORM DRAINAGE

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE UPGRADE OF THE JUVENILE JUSTICE SECURITY SYSTEM WITH COFFMAN ENGINEERS OF SPOKANE, WASHINGTON.

WHEREAS, on June 10th, 2019 Benton-Franklin Counties Juvenile Justice Center received responses to a request for qualifications to provide design and construction management services to address the outdated security system; and

WHEREAS, Resolution 2019-890, signed by Benton and Franklin Counties, authorizes Benton County to enter into agreements for the purpose of upgrading the Juvenile Justice security system; and

WHEREAS, after review of the qualifications submitted it was determined that Coffman Engineers of Spokane, Washington was the most qualified firm to provide the necessary services; and

WHEREAS, a Professional Services Contract was negotiated with Coffman Engineers and has been signed by the consultant and approved to form by the prosecuting attorney's office; **NOW THEREFORE,**

BE IT RESOLVED that the Board of County Commissioners hereby approves the Professional Services Contract with Coffman Engineers of Spokane, Washington for the Juvenile Justice Security System Upgrade project in the amount of $113,015.00, excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED the Agreement will expire June 30, 2021.

Dated this 28th 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 R. Blain

AIA® Document C103™ – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the «twenty eighth» day of «January» in the year «two thousand twenty»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Benton Franklin Juvenile Justice Facility
5606 W Canal Dr
Kennewick, WA 99336

and the Consultant:
(Name, legal status, address, and other information)

Coffman Engineers, Inc.
10 N Post St
Suite 500
Spokane, WA 99201

Consultant's discipline:

«Electrical, Security Electronics »

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

«Electronic Security Upgrades»
«See Exhibit A for detailed description.»
« »

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

«See Exhibit A.»

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

.1 Design phase milestones, if any:

«See Exhibit A. »

.2 Date for commencement of construction:

« See Exhibit A. »

.3 Substantial Completion date:

« See Exhibit A. »

.4 Other milestone dates:

« See Exhibit A. »

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§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:
(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

«Please see the attached Proposal for Professional Engineering Services. Exhibit A.»

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.
(List name, address, and other information.)

«Stephen Helms, PE »
«10 N Post St. »
«Suite 500 »
«Spokane, WA 99201 »
« »
« »

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than «one million dollars» ($«1,000,000») for each occurrence and «two million dollars» ($«2,000,000») in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than «one million dollars» ($ «1,000,000») per claim combined single limit along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than «one million dollars» ($ «1,000,000»).

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§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «one million dollars» ($ «1,000,000») per claim and « » ($ «1,000,000») in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 **Time.** The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

[« X »] Consultant's Schedule: Within 10 days after this contract is signed, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives a contract amendment authorized by both Boards of County Commissioners. . Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.
(List name, address, and other information.)

«Robert Blain, Public Works Manager »
«7122 W. Okanogan Pl., Bldg A »
«Kennewick, WA 99336
Email: robert.blain@co.benton.wa.us
Phone: 509-736-2704 »

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

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§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

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ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 6.3 of this Agreement

[«X »] Litigation in a court of competent jurisdiction

[« »] Other (Specify)

« »

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

«See Exhibit A. »

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

«To be determined on a case by case basis. »

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Attached, Exhibit B. »

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice.

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses (included in fee proposal)

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

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User Notes: (1833727299)

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 HOLD HARMLESS AND INDEMNIFICATION

§ 10.1 The Consultant shall hold harmless, indemnify, and defend the Owner 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 services performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of the Architect or its subconsultants or their property upon or in the proximity of the property of the Owner. PROVIDED, that the Consultant's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Owner or its officers, officials, employees, or agents. In the event of the concurrent negligence of the Consultant or its subconsultants, employees, or agents and the Owner or its employees or agents this indemnification obligation of the Consultant shall be valid and enforceable only to the extent of the negligence of the Consultant and its subconsultants, employees, and agents.

§ 10.2 In any and all claims against the Owner and its officers, officials, employees, and agents by any employee of the Consultant, any subconsultants, 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 Consultant or subconsultants under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Consultant expressly waives any immunity the Consultant might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the Consultant 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

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User Notes: (1833727299)

the Consultant makes with any subcontractor or agent performing work hereunder. Consultant's obligations under this Section 7 shall survive termination and expiration of this Contract.

§ 10.3 The Consultant'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 Consultant, or the Consultant's employees, agents, or subconsultants.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

«None. »

ARTICLE 12 PUBLIC RECORDS ACT

The Consultant hereby acknowledges that Owner is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, Consultant understands that to the extent a proper request is made, the Owner may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in Architect's possession. This may include records that Architect regards as confidential or proprietary. To the extent that Consultant provides any records to the Owner that it regards as confidential or proprietary, Consultant agrees to conspicuously mark the records as such. The Architect also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of Owner's release of records covered under the Public Records Act. The Owner agrees to take all reasonable steps to notify Consultant in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by Consultant as confidential or proprietary, so that Consultant may seek a judicial order of protection if necessary.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

« »

.3 Scope of Services Exhibit(s) listed in section 2.1

.4 Other documents:
(List other documents hereby incorporated into the Agreement.)

«Exhibit A – Proposal for Professional Engineering Services
Exhibit B – Schedule of Hourly Billing Rates - Spokane »

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User Notes: (1833727299)

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: 1/2/2020

for: Coffman Engineers, Inc.

Stephen Helms
Signature

Principal Advisor
Title:

Stephen Helms PE,
Print Name

16734
License Number

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User Notes: (1833727299)

EXHIBIT A

December 27, 2019

Mr. Robert Blain
Benton-Franklin Juvenile Justice Center
7122 W Okanogan Pl. Bldg. A
Kennewick, WA 99336

Project: Benton-Franklin Juvenile Center Security Electronics Renovation

Subject: Proposal for Professional Engineering Services

Dear Mr. Blain:

Coffman Engineers, Inc. is pleased to submit this proposal for security electronics engineering Services for Benton-Franklin Juvenile Justice Center Security Electronics. Renovation. Our Proposal is based on the project criteria as we understand it, the scope of services and deliverables, and assumptions made as described in the following sections of this proposal.

This document serves as an attachment to a contract for services. Specific terms and details of this proposal will govern where there is a conflict between the two. Please let us know if you have any concerns or questions regarding the Agreement for Professional Services.

PROJECT DESCRIPTION

The project will be the design of a complete replacement of the existing security electronics system. The design will include the replacement of the existing PLC's, touchscreen control PC's, security video head end equipment, cameras, and the intercom head end. The design process will include field investigation, owner coordination and approvals, production of construction documents, and construction administration, including construction meetings, project tracking, and project punchout.

PROJECT APPROACH

We propose to complete this project in several phases: Design Development, 95% Construction Documents, 100% Construction Documents, and Construction Administration. There will be set milestones in each phase for owner review and feedback. We anticipate one trip for field investigation and verification (potentially two days) at the outset of the project. We also anticipate one meeting onsite with the owner

at each milestone for a total of 3 design meetings. During bidding there will be a pre-bid walkthrough. During CA, Coffman proposes to be onsite bi-weekly to conduct and manage regular construction meetings. We will conduct a punch-list inspection at substantial completion followed by a back-check of the punchlist items for final completion.

We propose to perform initial planning to determine the scope of the project and if booth rework is required, we will contract with an architect at that point. This will create a clearer scope of work. Coffman will add a 10% markup to subcontractor services for management and supervision.

DESIGN CRITERIA

The project will be designed according to the following criteria:

2015 International Building Code
2017 National Electric Code
2015 Washington State Energy Code
2015 International Fire Code
Code amendments specific to the Local Jurisdiction; City of Kennewick, WA.

SCHEDULE

We understand that this project design and construction will have a formal, structured schedule that is to occur during the winter of 2019 and most of 2020. The schedule will be worked out with the Owner within 10 days after the Notice to Proceed.

ESTIMATED CONSTRUCTION COST

The project has an estimated construction cost of $ 750,000.

BASIC SERVICES

Schematic Design/Design Development:

We propose to combine the schematic design and design development phases. We have found it to be more efficient in projects of this type. During the design development phase Coffman will coordinate with owner to perform the design of the new security electronics systems. Coffman will perform site investigation to determine the existing equipment and evaluate what equipment needs to be demolished and what will be reused. Floor plans will be developed, and existing devices located. Detailed space plans for all equipment rooms will be produced to allow for future space planning.

Overall system designs for the new PLC based door control system will be designed, with an effort on reusing the existing filed wiring and devices if possible. The security video system, and intercom system, will also be progressed to high level system designs. An access control system will be chosen to replace the Marlok key system. Preliminary one-line diagrams and specifications will be included in the submittal package. A cost opinion will be produced to guide further design based on budgetary requirements.

95% Construction Documents:

For 95% Construction Documents we will progress the construction documents and further refine the system design. This submittal will include 95% construction documents featuring floor plans showing existing and new device locations, camera fields of view, one-line diagrams, details, schedules, and complete specifications.

100% Construction Documents:

The final submittal will be 100% Construction Documents. Coffman will integrate any owner feedback into the 95% CD set to produce the 100%CD documents ready for Bid. This set will include floor plans sowing existing and new devise locations, cameral fields of view, one-line diagrams, details, schedules, and complete specifications. This set will receive final approval and signatures from the appropriate people and will be issued for bid and construction. After release, any required addenda will be released in response to contractor questions.

Construction Administration:

We anticipate providing the construction administration services listed below as part of our basic services.

- Review Prior Approval Substitution Requests and answer bidder's questions during bidding.
- Prepare revisions and clarifications during bidding.
- Review contractor submittals and shop drawings.
- Respond to contractor requests for information during construction.
- Conduct bi-weekly onsite construction meetings.

ADDITIONAL SERVICES

The following services can be provided for an additional fee to the Agreement:

1. Significant changes to the schedule including accelerated deadlines, additional milestones, or other material changes to the schedule are potential additional services. The schedule for the project is also assumed to provide allowance for design completion and quality control between the freezing of the background information and each deliverable.
2. Participation in or redesign due to value engineering or constructability reviews. Value engineering required due to cost escalation if the project schedule changes.
3. Alternate bids or early bid package.
4. Additional plots for coordination or bidding more than those listed as deliverables.
5. Coordination with the local utility for energy incentives. This would include all items related to the incentives such as preparation or review of incentive forms, review of the proposed incentive amount on behalf of the owner, cost projections, and estimates of baseline design assumptions without upgrades.
6. Any design, coordination, trips or documents not specifically stated in Basic Services.

DELIVERABLES

We propose to submit a complete set of drawings and specifications at the above referenced milestones. The schedule for those deliverables will be set at a later date.

L&I REVIEW

An L&I plan review will most likely be required for alterations to the power system necessary to support the security electronics system. Coffman will prepare the needed documentation and calculations. The L&I plan review fee will be considered a reimbursable expense.

OWNER FURNISHED ITEMS

Our proposal assumes the following items will be provided to us by the Owner:

1. Copies of existing building and site drawings, specifications, and O&M manuals.

ASSUMPTION CLARIFICATIONS

1 The project is not LEED certified, does not require ELCCA or energy modeling, nor is the project requiring compliance with other energy or sustainability goal programs sch as Energy Star.

2 The existing systems are available in paper from which to make existing and demolition drawings.
3 Existing infrastructure systems have sufficient capacity to serve the renovation.
4 Emergency Power is already provided to the security electronic systems.

ENGINEERING FEES

Following the guidelines set forth in the WA State A&E guidelines, Coffman proposes the following lump sum fee.

Schematic Design/Design Development	$ 35,726
Construction Documents	$ 29,145
Bidding Phase	$ 1,880
Construction Administration	$ 25,384
Closeout	$ 1,880
Building Floorplan Input to CAD	$ 8,500
Travel, Lodging, Mileage, Printing	$ 8,000
L&I Submittal Preparation	$ 2,500
Total Engineering Fees	$ 113,015

REIMBURSABLE EXPENSES

Any required L&I review fees will be billed at cost plus 10%.

Thank you for this opportunity to be of service to you.

Please call if you have any questions.

Sincerely,

COFFMAN ENGINEERS, INC.

Stephen H Helms, P.E.
Principal Advisor

COFFMAN ENGINEERS

SCHEDULE OF HOURLY BILLING RATES - SPOKANE
Effective January 2019

CLASSIFICATION	RATE PER HR.
Principal III	$208.00
Principal II	$186.00
Principal I	$171.00
Principal Advisor II	$208.00
Principal Advisor I	$186.00
Senior Discipline Manager	$167.00
Senior Discipline Engineer	$163.00
Senior Project Manager	$156.00
Discipline Manager	$154.00
Senior Engineer	$144.00
Engineer III	$129.00
Engineer II	$118.00
Engineer I	$104.00
Project Manager	$132.00
Construction Manager	$110.00
Commissioning Manager	$175.00
Commissioning Project Manager	$161.00
Commissioning Technician II	$120.00
Commissioning Technician I	$114.00
Senior Designer	$120.00
Designer III	$112.00
Designer II	$107.00
Designer I	$103.00
Drafter II	$ 88.00
Drafter I	$ 74.00
Land Surveyor (PLS)	$145.00
Survey Party Chief	$114.00
Survey Tech III	$103.00
Survey Tech II	$ 88.00
Survey Tech I	$ 74.00
Engineering Intern	$ 74.00
Clerical	$ 63.00
One-Man Survey Crew (without Land Surveyor)	$130.00
One-Man Survey Crew (with Land Surveyor)	$172.00
Two-Man Survey Crew (without Land Surveyor)	$214.00
Two-Man Survey Crew (with Land Surveyor)	$256.00

These rates are effective through December 2020.

10 N. Post Street, Suite 500 | Spokane, WA 99201
Phone 509.328.2994
www.coffman.com

COFFMAN ENGINEERS

SCHEDULE OF EXPENSE CHARGES

All billable expenses are subject to the terms of the specific project contract or as follows:

1. Travel from our office will be charged as follows:
   a. Auto 57.5¢ a mile
   b. Per diem $60/day
   c. Airfare, lodging, rental car, meals, etc. will be charged at actual times 1.1.
2. Survey Equipment will be charged as follows:
   a. Robot/GPS: $50/hour
   b. Drone / Scanner: $100/hour
3. Delivery charges, plotting, and reproduction of deliverables will be charged at actual times 1.1.
4. Specialty sub-consultant services will be charged at actual times 1.1.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: EXPENDITURE CODING CORRECTIONS BETWEEN THE COUNTY ROAD FUND 0101-101, DEPARTMENT NUMBER 500, AND CAPITAL PROJECTS FUND 0305-101, DEPARTMENT 000.

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

Dated this 28th day of January 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

D Calhoun

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

FUND NUMBER: 0101101 to 0305101
DEPARTMENT NUMBER: 500 to 000
FUND NAME: County Road to Capital Projects

TRANSFER FROM: County Road Fund 0101101.500				**TRANSFER TO:** Capital Projects 0305101.000			
BASE SUB 6 digit	**LINE ITEM** 4digit	**LINE ITEM Name**	**AMOUNT**	**BASE SUB** 6 digit	**LINE ITEM** 4digit	**LINE ITEM** Name	**AMOUNT**
594.420	6200	Buildings	131,315.45	594.240	6201	Buildings	84,765.58
				594.580	6201	Buildings	46,549.87
		TOTAL	**$ 131,315.45**			**TOTAL**	**$ 131,315.45**

rev 02.2017

EXPLANATION:
Costs which were originally paid 100% by Road for the Public Services Building need to be transferred to the other departments.

ABADAN TRI-CITIES	$ 537.57
ACCESS UNLIMITED & SECURITY	4,214.11
BC BUILDING DEPT	9,451.75
BENTON PUD	3,055.14
B-F HEALTH DISTRICT CENTER	1,475.00
CORTNER ARCHITECTURAL COMPANY	208,920.26
DAILY JOURNAL OF COMMERCE	408.00
INTERMOUNTAIN MATERIALS	4,154.00
MOON SECURITY SERVICES INC	447.92
THE AMERICAN INSTITUTE OF	260.61
TRI-CITY HERALD	409.57
VALLEY PUBLISHING CO	115.75
	$ 233,449.68

Total Building Size (SF)	% total Space	
Road	43.75%	$ 102,134.24
Building	36.31%	$ 84,765.58
Planning	19.94%	$ 46,549.87
		$ 233,449.68

RETURN TO: Auditor's Office, Accounting Department

Prepared By: Debbie Calhoun

DATE: 1/28/2020

Approved:

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: TRANSFER OF FUNDS WITHIN EQUIPMENT RENTAL AND REVOLVING FUND 0501-101, DEPARTMENT NUMBER 650

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

Dated this 28th day of January, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

D Calhoun

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Equipment Rental and Revolving

Dept Nbr: 650

Fund Name: Equipment Rental and Revolving

Fund Nbr: 0501101

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
548.680	9100	Interfund Professional Svcs	500	548.380	9100	Interfund Professional Svcs	500
TOTAL			$500	TOTAL			$500

Explanation:

Move budget from Vehicle Maintenance & Repair to Reimbursable Operations - General

Prepared by: Debbie Calhoun

Date: 28-Jan-2020

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this 28th day of January, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

D Calhoun

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Road

Dept Nbr: 500

Fund Name: County Road

Fund Nbr: 0101101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
542.313	9300	Interfund Supplies	3,800
542.660	9300	Interfund Supplies	140,000
595.320	9300	Interfund Supplies	8,000
542.100	9500	Interfund Rentals	19,900
542.319	9500	Interfund Rentals	10,000
542.412	9500	Interfund Rentals	5,100
543.100	9500	Interfund Rentals	5,000
595.110	9500	Interfund Rentals	23,000
542.910	9100	Interfund Professional Svcs	4,000
543.100	9100	Interfund Professional Svcs	1,000
543.300	9100	Interfund Professional Svcs	3,000
544.414	9100	Interfund Professional Svcs	300
TOTAL			$223,100

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
542.660	3100	Office & Operating Supplies	140,000
542.670	9300	Interfund Supplies	200
542.714	9300	Interfund Supplies	1,000
542.910	9300	Interfund Supplies	200
542.920	9300	Interfund Supplies	2,300
544.200	9300	Interfund Supplies	100
595.330	9300	Interfund Supplies	8,000
542.714	9500	Interfund Rentals	40,000
595.310	9500	Interfund Rentals	11,000
595.330	9500	Interfund Rentals	11,000
595.400	9500	Interfund Rentals	1,000
542.313	9100	Interfund Professional Svcs	300
542.315	9100	Interfund Professional Svcs	2,000
542.640	9100	Interfund Professional Svcs	5,000
542.714	9100	Interfund Professional Svcs	1,000
TOTAL			$223,100

Explanation:

Reallocate Interfund Supplies, Rentals, and Professional Services to where funds are expected to be utilized.
Transfer $140K for Snow & Ice Control from Interfund Supplies to Office & Operating Supplies

Prepared by: Debbie Calhoun

Date: 28-Jan-2020

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE AND INSTALLATION OF A SPRAY CONTROLLER ON A COUNTY OWNED TRUCK FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT FROM AG ENTERPRISE SUPPLY, INC., CHENEY, WA

WHEREAS, per Resolution2012-677, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

WHEREAS, per Section2.2.2 (Purchases or Leases between $5,000 and $24,999), County departments are required to obtain quotations from at least three (3) vendors on the vendor list and such purchase is to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, the Fleet Superintendent solicited the following vendors to provide quotes for the purchase and installation, on Equipment #0518, of one (1) Viper4+ with ISO rate controller for use in weed spraying operations by the Benton County Public Works Department:

Ag Enterprise Supply, Inc.--Cheney, WA	$16,150.00 plus WSST
G & R Ag Products, Inc.-Pasco, WA	$16,429.67 plus WSST
Norstar Industries-Auburn, WA	No bid

WHEREAS, the Public Works Manager reviewed the quotes for completeness and recommends the purchase and installation service of one (1) Viper4+ with ISO rate controller from Ag Enterprise Supply, Inc., Cheney, WA **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners hereby approves the purchase and installation service of one (1) Viper4+ with ISO rate controller from Ag Enterprise Supply, Inc., Cheney, WA, in the amount of $16,150.00, plus WSST; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign an agreement for the purchase and installation of one (1) Viper4+ with ISO rate controller with Ag Enterprise Supply, Inc., Cheney, WA.

Dated this 28th 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

S. Christen

Ag Enterprise Supply, Inc.
17005 W SR 904
Cheney, WA 99004
800-782-7786

Quote

To:	Benton County- Michael	**From:**	Ryan Kuster
Fax:		**Pages:**	1
Phone:	509-786-5611	**Date:**	09/06/2019
Re:	Sprayer upgrade	**CC:**	

☐ **Urgent** X **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Thank you for allowing Ag Enterprise to quote an upgrade package for you spray truck including the following Raven components:

Viper 4 with CAN switchbox, product control, and associated cabling	**$14,800**
Labor (estimated 12/hrs.@ $100)	**$1,200**
Switchbox to truck #518 for actuator control and remote stop/ start	**$150**

Total cost for truck #518 $16,150

Thank you,

Ryan Kuster
AG Enterprise Supply, Inc.
Parts - Manufacturing
509-235-2006 Office
www.agenterprise.com
kusterr@agenterprise.com

G&R Ag Products, Inc.
Pasco, WA 99301
(509) 545-5855 • FAX (509) 547-2163
www.gandragproducts.com

REMIT TO
P.O. Box 340
Caldwell, ID 83606

FROM

G&R Ag Products, Inc.
Pasco, WA 99301
(509) 545-5855 • FAX (509) 547-2163
www.gandragproducts.com

SHIP/TR/INVOICE NUMBER
2004023-0000-02
509-786-5611

02110

SHIP/TR/INVOICE NUMBER
2004023-0000-02

BILL TO: BENTON CO PUBLIC WORKS/KEN &
ROAD DEPT FOR KENNEWICK
PO BOX 1001
PROSSER WA 99350-0954

SHIP TO: BENTON CO PUBLIC WORKS
102808 WISER PARKWAY
KENNEWICK WA 99338

CUSTOMER P.O. NO.

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

CUSTOMER P.O. NO.

SHIP/TR/INVOICE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
2004023-0000-02	240	01/09/20	255	01/09/20 13:59:28	

INSTRUCTIONS	FRT.	PAGE NO.
15097865627	B	1

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
				"THANK YOU FOR YOUR ORDER"			
				********** EXPIRATION DATE: 02/08/20 **********			
1				*RAV 117-5010-010W KIT VIPER 4+W/GPS W/MBA-7 ANT KIT VIPER 4+ W	EA	8533.1200	8533.18
1				*RAV 115-7100-021 CBL CHAS GEN I ISOBUS CAT CHALLENGER/GENERI	EA	499.3000	499.30
1				*RAV 115-7100-017 CBL ADAPTER 14FT 9P IBIC 3 P MST TO GEN 1 IS	EA	444.8000	444.80
1				*RAV 115-7300-054 CABLE CONSOLE VIPER 4 VT W ITH CABLE, CONSOLE,	EA	816.0000	816.00
1				*RAV 115-7100-005 CBL ADAPTER TERMINATOR GEN I ISOBUS	EA	128.0000	128.00
1				*RAV 117-6020-004 KIT RVN ISOBUS SWBX 6 SEC SWIT	EA	874.0000	874.00
1				*RAV 117-7100-005 KIT RCM LVL 1 GEN 1 ISOBUS	EA	2085.3300	2085.33

CONTINUED

CODE EXPLANATION

STATE TAX APPLICABLE
FED/OTHER TAX APPLICABLE
STATE & FEDERAL TAX APPL.
BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM
rt - RETURNED CYL.

FREIGHT IN	FREIGHT OT

SUB TOTAL	
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
STATE TAX	
PAYMENT REC'D	

)% Restocking charge on all special orders

Signature _____

G&R Ag Products, Inc.

Pasco, WA 99301
(509) 545-5855 • FAX (509) 547-2163
www.gandragproducts.com

REMIT TO
P.O. Box 340
Caldwell, ID 83606

FROM

G&R Ag Products, Inc.

Pasco, WA 99301
(509) 545-5855 • FAX (509) 547-2163
www.gandragproducts.com

02110

SHIP/TR/INVOICE NUMBER
509-786-5611

SHIP/TR/INVOICE NUMBER

BILL TO:
BENTON CO PUBLIC WORKS/KEN &
ROAD DEPT FOR KENNEWICK
PO BOX 1001
PROSSER WA 99350-0954

SHIP TO:
BENTON CO PUBLIC WORKS
102808 WISER PARKWAY
KENNEWICK WA 99338

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

CUSTOMER P.O. NO.

CUSTOMER P.O. NO.

SHIP/TR/INVOICE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE

INSTRUCTIONS	FRT.	PAGE NO.

QUANTITY ORDERED	QUANTITY B.O./RET.	QUANTITY SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
1				*RAV 115-7347-054 CBL 6FT LIQUID PRODUCT 10 SECTION WEATHERPA	EA	401.0600	401.06
1				*RAV 115-0172-101 CBL ADPT F 2PIN DTSCH-2PIN PLG CBL ADPT F 2P	EA	41.6000	41.60
1				*RAV 115-0172-122 CABLE ADAPT 4IN PRESSURE CBL PRESS ADPT GUAR	EA	55.4700	55.47
1				RAV 422-0000-090 KIT TRNSDCR PRESS 0-250PSI SS KIT TRANSDUCER,	EA	335.9900	335.99
1				SHP SHOPMISC MISCELLANEOUS SHOP SUPPLIES	EA	175.0000	175.00
24				SHP LABOR-SHOP SHOP LABOR	EA	85.0000	2040.00
							14,429.67

CODE EXPLANATION

STATE TAX APPLICABLE
FED/OTHER TAX APPLICABLE
STATE & FEDERAL TAX APPL.
BALANCE BACK ORDERED
C - CONSIDER COMPLETE
D - DIRECT SHIPMENT
F - FACTORY MINIMUM
rt - RETURNED CYL.

FREIGHT IN	FREIGHT OUT

SUB TOTAL	
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	0.00
FED./OTHER TAX	1,314.37
STATE TAX	0.00
PAYMENT REC'D	

)% Restocking charge on all special orders

ignature _____

TOTAL AMOUNT DUE
17,744.04

Michael McGhan

From: Greg Swain <gregs@norstarind.com>
Sent: Thursday, January 9, 2020 11:33 AM
To: Michael McGhan
Subject: [EXTERNAL] RE: Viper 4

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.

Michael, we do not sell Raven Viper systems. Just TeeJet TASC controls, Legacy MT500 chemical injection pumps and Matrix GPS. Our Nutating Spray Head with all solid stream nozzles is by far the lowest drift, highest production spray head available for right of way application. Our sole business is roadside sprayers. Thank you for inquiring.
Greg

From: Michael McGhan [mailto:Michael.McGhan@co.benton.wa.us]
Sent: Thursday, January 9, 2020 11:15 AM
To: Greg Swain <gregs@norstarind.com>
Subject: Viper 4

Greg,

I contacted you about a year and half ago about the viper 4 spray unit.
Just wanting to see if you have started selling Raven products, due to needing a second unit upfit.

Thank you,

Michael McGhan
Fleet Superintendent
Benton County Road Dept.

SUPPLY CONTRACT
TRUCK-MOUNTED SPRAY SYSTEM CONTROLLER

THIS AGREEMENT made and entered into this _____day of _____ 2020, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and AG ENTERPRISE SUPPLY, INC., hereinafter called "the Vendor".

WITNESSETH:
That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached and made a part of this agreement to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor the truck-mounted spray system controller, including installation, described and set forth in the attached quote, a copy of which is attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for the product including installation, obtained pursuant here to those prices set forth in Vendor's quote (Appendix A) within thirty (30) days of receipt of installed product.

III 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.

IV. The Vendor shall perform the work specified in this Contract according to standard industry practices.

V. The Vendor shall complete its work in a timely manner and no later than March 16, 2020.

VI. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury. sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the

Revised Code of Washington. By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section VI shall survive termination and expiration of this Contract.

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VII. 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.

VIII. This agreement begins on the date last signed, and expires June 30, 2020.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

AG ENTERPRISE SUPPLY, INC.

by: _____

Title: Parts/Mfg Manager

COUNTY OF BENTON:

by: _____

Chairman, Board of Benton County Commissioners

ATTEST:

_____

Clerk of the Board

_____

Date

APPROVED AS TO FORM:

_____

Reid Hay, Civil Deputy Prosecuting Attorney

1/17/20

Date

APPENDIX A

Ag Enterprise Supply, Inc.
17005 W SR 904
Cheney, WA 99004
800-782-7786

Quote

To:	Benton County- Michael	**From:**	Ryan Kuster
Fax:		**Pages:**	1
Phone:	509-786-5611	**Date:**	09/06/2019
Re:	Sprayer upgrade	**CC:**	

☐ **Urgent** X **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Thank you for allowing Ag Enterprise to quote an upgrade package for you spray truck including the following Raven components:

Viper 4 with CAN switchbox, product control, and associated cabling	**$14,800**
Labor (estimated 12/hrs.@ $100)	**$1,200**
Switchbox to truck #518 for actuator control and remote stop/ start	**$150**

Total cost for truck #518 $16,150

Thank you,

Ryan Kuster
AG Enterprise Supply, Inc.
Parts - Manufacturing
509-235-2006 Office
www.agenterprise.com
kusterr@agenterprise.com

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: AUTHORIZATION TO SIGN THE DIGITAL SUBMITTAL CERTIFICATION OF THE 2020 ROAD LEVY CERTIFICATION AND ESTIMATED REVENUE PRODUCED PER WAC 136-150-021

WHEREAS, the Board of County Commissioners has reviewed the Certification of the 2020 Road Levy and finds the Certification to be complete; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners that the attached Certification of the 2020 Road Levy and Estimated Revenue Produced form is approved, and that the Chairman is authorized to sign the Digital Submittal Certification form for said Road Levy Certification.

Dated this 28th day of January, 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Road Dept. D. Calhoun

Benton County
Calendar Year 2020

Digital Submittal Certification for Forms Due February 1st

The documents checked below are hereby submitted from Benton County for the review and acceptance of the County Road Administration Board.

- ☐ Road Levy Certification for 2020

I hereby certify that the above reports are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with WAC 136-04. By my signature below, I acknowledge that I am signing all the documents indicated by the checked boxes.

Chair / Executive Signature	**Date**
County Engineer Signature	**Date**

Benton County
Certification of the 2020 Road Levy and Estimated Revenue Produced
WAC 136-150-021

Total County Valuation: $22,360,652,009

	($/Thousand)	Road District Valuation	Amount
Highest Lawful Road Levy: (Include Any Banked Capacity)	$1.555477	$5,007,221,880	$7,788,620
County Road Levy Shifted to Current Expense (per RCW 84.52.043**):**	$0.000000	$5,007,221,880	$0
Adjusted Highest Lawful Road Levy:	$1.555477	$5,007,221,880	$7,788,620
Actual Established Road Levy: (Levy Fixed in Accordance with RCW 36.40.090) Do not include any refund levy amounts	$1.362852	$5,007,221,880	$6,824,100
Banked Capacity to Carryover to 2021:			$963,106

County Road Property Tax Revenues Diverted For Other Unincorporated Purposes in Accordance with RCW 36.33.220, RCW 39.89, or RCW 84.55.050:

Service to be Provided	Diverted $/Thousand	Diverted Levy Amount
Traffic Law Enforcement RCW 36.33.220	0.129443	$648,148
Total Diverted Road Levy:	**$0.129443**	**$648,148**
Road Levy Revenue Remaining for Roads (RCW 36.82.040)	**$1.233409**	**$6,175,952**

Road Funds Budgeted to be used for Traffic Law Enforcement

Traffic Law Enforcement Funded Through Operating Transfer (per agreement):	$0
Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement):	$0
Total Budgeted Road Fund Expenditures for Traffic Enforcement:	**$0**

Reporting of Diverted Road Levy and budgeted Road Fund Expenditures for Traffic Law Enforcement amounts are both required in order to ascertain county eligibility for RATA funds. (see WAC 136-150-030)

Note: WAC 136-150-021 provides that “The CRABoard will request that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than February 1st of each year”.

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	1/28/2020	Execute Contract	___	Consent Agenda	X
Subject:	Speed Limits on County Roads	Pass Resolution	X	Public Hearing	___
		Pass Ordinance	___	1st Discussion	___
		Pass Motion	___	2nd Discussion	___
Prepared by:	CLR	Other	___	Other	___
Reviewed by:	MSR				

BACKGROUND INFORMATION

The Benton County Public Works Department has identified the following roads and neighborhoods as needing traffic evaluations and speed studies. Traffic studies, engineering studies, and field reviews were conducted for these County roads by the Public Works Department.

The study collected data on traffic volumes, road conditions, current posted speed and 85th percentile speed. Each road was evaluated based on these factors including engineering judgement and recommended methods of setting speed contained in the MUTCD and FHWA guidance of setting speed limits.

SUMMARY

The Public Works Department recognition of these County roads as having no posted speed limit, the Department conducted traffic studies and evaluations. Efforts to determine if statute speed limits are sufficient for said roadways were determined by speed data collection and traffic evaluations.

RECOMMENDATION

Staff recommends that the speed limits in the study area be adjusted as outlined to meet County and State uniformity practices and to meet or exceed guidelines outlined in the current edition of the MUTCD.

FISCAL IMPACT

Additional speed limit signs will be installed to indicate the revised speed limits. Approximately 2 signs are required at an average cost of $300 per sign.

MOTION

I move to approve a Resolution adjusting the speed limits on Kim Lane milepost 0.0-0.23, Valda Lane milepost 0.0-0.19, and Teresa Lane milepost 0.0-0.13 to 25 MPH as presented by the County Engineer.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE: SPEED LIMITS

WHEREAS, RCW 46.61.415 provides that local authorities may establish or alter maximum speed limits;

and

WHEREAS, the County Engineer has identified the following roads; and

WHEREAS, the County Engineer recommends designating speed limits on these County roads based on the characteristics of the roads and residential status of the neighborhoods; and

WHEREAS, the Board of County Commissioners of Benton County, Washington, is desirous of making certain restrictions on the traffic using the County Roads designated below in the protection of life, health, safety, welfare and convenience of the inhabitants of the County; **NOW THEREFORE**

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on various County roads shall be as follows:

It shall be unlawful for the operator of any vehicle to operate the same in excess of speed limits listed below on the following roadways:

ROAD NAME	Starting Point	Ending Point	New Speed Limit
Kim Lane	0	0.23	25 MPH
Valda Lane	0	0.19	25 MPH
Teresa Lane	0	0.13	25 MPH

Dated this 28th day of January 2020.

_____

Chairman of the Board.

_____

Chairman Pro-Term.

_____

Member.

Attest: _____

Clerk

Clayton Rawlings

E Kim Ln
E Kim Ln
N Sunset Rd
N Teresa Ln
E Valda Ln
N Sunset Rd
224
224

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING NOT TO EXCEED AMOUNTS FOR PURCHASES BY THE PUBLIC WORKS DEPARTMENT FOR 2020

WHEREAS, the Benton County Public Works Department has an on-going need to purchase parts for the heavy equipment and vehicles that are maintained by ER&R and supplies needed by the Road Department; and

WHEREAS, each invoice amount will be under the $5,000 threshold allowed by the Benton County Procurement, Leasing and Contracting Policy, however the total amount of the purchases for the year with a particular vendor may exceed the $5,000 limit; and

WHEREAS, the Public Works Department maintains an internal Purchasing Policy that requires three quotes to be obtained for any purchase over $500; and

WHEREAS, these vendors and the not to exceed amounts are listed on the attached document, which is incorporated herein by this reference; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the not to exceed amounts for each specific vendor as listed on the attachment; and

BE IT FURTHER RESOLVED, the not to exceed amounts are valid from January 1, 2020 through December 31, 2020; and

BE IT FURTHER RESOLVED, that the Public Works Department shall solicit for three quotes for any purchase over $500 in accordance with its internal purchasing policy when purchasing from vendors on this list; and

BE IT FURTHER RESOLVED each invoice amount that is over the $5,000 threshold allowed by the Benton County Procurement, Leasing and Contracting Policy will obtain separate authorization by the Board of County Commissioners.

Dated this 28th day of January, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works
c: Auditor

D. Calhoun

PARTS and SUPPLIES PURCHASES-2020

Vendor Name	Not to Exceed Purchase Amount
Ag Enterprise Supply, Inc.	$10,000.00
Amazon	$25,000.00
Apexegroup LLC	$10,000.00
Arrow Construction Supply, Inc.	$15,000.00
Avery Dennison Corporation	$40,000.00
Bleyhl Farm Service	$15,000.00
Clearwater Napa	$10,000.00
Connell Oil Inc	$25,000.00
Corwin Ford - Tri-Cities	$10,000.00
Direct Automotive Distributing	$25,000.00
Genuine Auto Glass	$15,000.00
Grainger	$10,000.00
House of Auto Parts & Paint	$30,000.00
Ironclad Company	$15,000.00
Jim's Pacific Garages, Inc.	$40,000.00
Montage Enterprises, Inc.	$15,000.00
Newman Signs	$15,000.00
Northend Truck Equipment, Inc.	$15,000.00
Pacific Safety Supply	$10,000.00
PacWest Machinery LLC	$10,000.00
Pape Machinery, Inc.	$30,000.00
Rattle Snake Mtn/Ride Now	$10,000.00
RDO Equipment Co.	$10,000.00
Rebuilding & Hardfacing	$20,000.00
Six States Distributing	$10,000.00
Tom Denchel Ford Country	$15,000.00
Traffic Safety Supply Co., Inc.	$10,000.00
Washington Tractor	$15,000.00
Western States Equipment Co.	$20,000.00
Zumar Industries, Inc.	$10,000.00

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	**January 28, 2020**	**Execute Contract**	_____	**Consent Agenda**	**XXX**
Subject:	**Administration Building Insurance**	**Pass Resolution**	**XXX**	**Public Hearing**	_____
		Pass Ordinance	_____	**1st Discussion**	_____
		Pass Motion	_____	**2nd Discussion**	_____
		Other	_____	**Other**	_____
Prepared by:	**Paul Schut**				
Reviewed by:					

BACKGROUND INFORMATION

Resolution 2020-029 awarded the construction of the new administration building to Banlin Construction in the amount $13,626,417. Construction is expected to start in Feb/March of 2020 and last approx. 15-18 months.

The building itself cannot be added to the County's current property insurance policy until certificate of occupancy is received. In order that ensure sufficient insurance coverage is in place, the Risk Manager recommends purchasing a Builder's Risk Insurance Policy through our Insurance Broker.

RECOMMENDATION

Purchasing Builders Risk Policy to ensure proper insurance coverages while the administration building is under construction.

FISCAL IMPACT

$13,486.00 to be paid from the Capital Projects Fund (0305-101)

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF BUILDER'S RISK INSURANCE POLICY FROM PAYNEWEST INSURANCE FOR THE NEW ADMINISTRATION BUILDING

WHEREAS, resolution 2020-029 awarded the construction of the new administration building to Banlin Construction in the amount of $13,626,417; and

WHEREAS, the new administration building cannot be added to Benton County's current property insurance policy until we have certificate of occupancy; and

WHEREAS, the Risk Manager has obtained a quote for a Builder's Risk Insurance Policy in the amount of $13,486.00; and

WHEREAS, resolution 2019-953 requires Board of Benton County Commissioner approval to purchase insurance policies over $10,000.00, **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the purchase of the Builder's Risk Insurance Policy for the new administration building from PayneWest Insurance, in the amount of $13,486.00, out of the Capital Projects Fund.

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: Auditor; Risk Management

P Schut

INVOICE

Richland Office
390 Bradley Blvd
Richland, WA 99352

1/16/2020

TO:
Benton County
ATTN: Paul Schut
7122 W Okanogan Bldg A
Kennewick, WA 99336

FOR:
Insurance Company: Atlantic Specialty Ins Co
Policy Number: Pending
Policy Type: Builders Risk
Effective: 2/1/2020 to 8/1/2021

DESCRIPTION	AMOUNT
Premium	$12,546.00
Broker Fee	$940.00
TOTAL	$13,486.00

Make all checks payable to **PayneWest Insurance**
If you have any questions concerning this invoice, please contact our office.

Thank you for your business!

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	01/28/2020	Execute Contract	____	Consent Agenda	X
Subject:	Salary Request Statement	Pass Resolution	____	Public Hearing	____
		Pass Ordinance	____	1st Discussion	____
Prepared by:	R. Franz	Pass Motion	____	2nd Discussion	____
Reviewed by:		Other	____	Other	____

BACKGROUND INFORMATION

The Sheriff has the option to request a salary increase for Chief Financial Officer applicants based off of previous experience and education.

SUMMARY

The Sheriff's Office has hired a Chief Financial Officer with the experience to warrant the requested grade 21-D ($7,147).

RECOMMENDATION

Approve the attached Salary Request Statement based off of the attached detailed information.

FISCAL IMPACT

There is no financial impact in the 2019-2020 budget

MOTION

Consent Agneda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN BOATING SAFETY & PATROL FUND FUND NUMBER 0127101, DEPARTMENT NUMBER 000.

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: Auditor; File, BCSO

K. Gillies

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Boating Safety & Patrol Fund | Fund Nbr: 0127101

TRANSFER FROM: | TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.220	4802	Repair/Maintenance - Vehicles	$500	521.220	9169	Road Fund Services	$ 500.00
TOTAL			$500	TOTAL			$500

Explanation:

To pay services rendered by Road department

Prepared by: Katie Gillies | Date: 14-Jan-2020

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

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, SH CLERKS & RECS DEPARTMENT NUMBER 119.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto for 2019-2020 budget within SH Clerks & Recs Department 119.

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: Auditor; File, BCSO

K. Gillies

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: SH Clerks & Recs

Dept Nbr: 119

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.220	3501	Minor Equipment and Small Tools	$200
TOTAL			$200

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.220	3508	Computer Replacement	$200
TOTAL			$200

Explanation:

The Sheriff's Office is working with IT Department to purchase a fax machine for the records clerks that was not included in the replacement budget for 2019-2020. The above LIT is to allocate the budget for the purchase of the fax machine.

Prepared by: Katie Gillies

Date: 21-Jan-2020

Approved ☐

Denied ☐

Date:

Chairman

Member

Member

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: January 28, 2020	Execute Contract	X	Consent Agenda	X
Subject: Boat Safety Grant Award	Pass Resolution	X	Public Hearing	
Prepared by: K. Gillies	Pass Ordinance		1st Discussion	
Reviewed by: Ryan Lukson	Pass Motion		2nd Discussion	
	Other		Other	

BACKGROUND INFORMATION/ SUMMARY

The Benton County Sheriff's Office (BCSO) submitted the grant application for the Washington State Parks & Recreation Commission 2020 Federal Financial Assistance Grant Program for the Recreational Boating Safety Program.

The BCSO received a Letter of Award for FY2020 stating the Washington State Parks and Recreation Commission is awarding the BCSO the Recreational Boating Safety Federal Financial Assistance Grant in the amount of $11,285.20.

Washington State Parks and Recreation Commission is requiring Benton County to sign the attached documents first. They will return a fully executed copy to us for our records.

RECOMMENDATION

The Benton County Sheriff's Office recommends approving the grant award in the amount of $11,285.20 to be used for marine enforcement, vessel safety inspections, education, training, and equipment for recreational boating safety.

APPROVED AS TO FORM

Ryan Lukson has approved as to form

FISCAL IMPACT

The projected expenditures for two (2) 2019 Benton County Marine Coordinator Positions exceeds the $28,459.61 match requirement. This grant and projected expenditures were approved during the 2019-2020 budget process; therefore, no budget adjustment consideration is needed.

MOTION

Consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING GRANT FUNDING FROM THE WASHINGTON STATE PARKS AND RECREATION COMMISSION FOR 2020 FEDERAL FINANCIAL ASSISTANCE GRANT PROGRAM AND BOATING SAFETY PROGRAM

WHEREAS, the Benton County Sheriff's Office (BCSO) submitted the grant application for the Washington State Parks & Recreation Commission 2020 Federal Financial Assistance Grant Program for the Recreational Boating Safety Program; and

WHEREAS, the BCSO received a Letter of Award for FY2020 stating the Washington State Parks and Recreation Commission is awarding the BCSO the Recreational Boating Safety Federal Financial Assistance Grant in the amount of $11,285.20; and

WHEREAS, the grant funds are to be used for marine enforcement, vessel safety inspections, education, training, and equipment for recreational boating safety; and

WHEREAS, the projected expenditures for 2020 Benton County Marine Coordinator Position exceeds the match requirement of $28,459.61; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby approves the Recreational Boating Safety Federal Financial Assistance Grant Award from the Washington State Parks and Recreation Commission in the amount of $11,285.20 for the use of marine enforcement, vessel safety inspections, education, training, and equipment for recreational boating safety; and

BE IT FURTHER RESOLVED, the Board of County Commissioners hereby authorize the Chairman of the Board to sign the attached Federal Financial Assistance Grant and the Intergovernmental Agreement #LE: MLE1102; and

BE IT FURTHER RESOLVED, said Interlocal Agreement is for a term of one (1) years from the fully executed signature date.

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: Sheriff's Office
cc: Auditor; PA; WA State Parks & Rec. Commission

Prepared by: K. Gillies

Don Hoch
Director

STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road S.W. • P.O. Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
TDD Telecommunications Device for the Deaf: 800-833-6388
www.parks.wa.gov

FEDERAL FINANCIAL ASSISTANCE GRANT

In exchange for grant dollars in the amount of $11,285.20, Benton County Sheriff's Department agrees to the following terms:

- To expend **local funds** in the amount of $28,459.61 during Federal Fiscal Year 2,020 that will satisfy the match requirement of this grant.
- To use funds solely for expenditures limited to the areas outlined in the document "Eligible Expenses of Vessel Registration Fees and Federal Financial Assistance Grants" that can be found at http://mle.parks.wa.gov/.
- To use Federal grant funds consistent with the requirements of 2 CFR 200.
- To make at least one instructor available upon request as outlined in the A-300 application.
- To meet all requirements outlined in the annual Vessel Registration Fee Agreement (A-299) with Washington State Parks.
- To follow these procedures to request reimbursement:
    - Use the Marine Law Enforcement Grant Invoice Voucher (form A-19) to invoice State Parks for reimbursement.
    - Submit invoices no more than monthly and no less than quarterly.
    - Submit invoices with the following documents:
        - Officer List Worksheet.
        - Detailed explanations for equipment purchases and maintenance expenditures that occurred during the period in which reimbursement is requested.
        - Maintain records for all allowable expenditures for which grant dollars were spent for a period of six years following the completion of the grant, and provide them to State Parks upon request. This includes vessel log sheets.
    - Submit A-19 Invoice Vouchers by the following dates:
        - For the period March-April-May-June (2nd quarter): by July 15th.
        - For the period July-August-September (3rd quarter): by October 15th.

- If, during any quarter, Benton County Sheriff's Department is unable to meet the requirements of the grant it will submit a letter, signed by the police chief or sheriff, along with the reimbursement request explaining the reasons and mitigating circumstances. If requested, Benton County Sheriff's Department will submit a plan within 30 days of the end of the quarter that describes steps Benton County Sheriff's Department will take to meet minimum requirements. In these cases, reimbursement requests may be deferred until the plan is received and approved by State Parks.
- Consider a "zero tolerance" enforcement policy for violations of:
    - Life jacket requirements, including lifejackets not worn, insufficient lifejackets, and lifejackets found unserviceable or the incorrect size
    - Completion and possession of the mandatory boater education card when operating, for operators required to carry it
    - Boat operation under the influence of alcohol (BUI) rules
    - "Rules of the road" and other operating regulations
- Participate with Washington State Parks in the following campaigns:
    - Operation Dry Water
    - National Safe Boating Week
    - Spring Aboard
    - Paddle Safety Week
- My agency will accomplish the goals stated in the A-300 online application and summarized after the signature in this agreement.

AUTHORIZED SIGNATURE

I certify that I am authorized to obligate the Benton County Sheriff's Department listed below, I am authorized to accept such funds, and to guarantee that all grant requirements outlined in this agreement will be met.

_____ _____

Signing Officer Signature Date

_____ _____

Signing Officer Name (Please Print) Title

PREVENTION GOALS SUMMARY	
Total Patrol Hour Goal	640.00
Total Inspections Goal	200.00
Count of State Approved Boater Education Classes Planned	4.00
Sum of Hours for State Approved Boater Education Classes	32.00
Sum of State Approved Boater Education Classes Planned Attendance	120.00
Count of Community Events	4.00
Sum of Community Events Hours	78.00
Count of Presentations to Schools	1.00
Sum of Presentation to Schools Hours	0.00
Count of Presentations to Groups	2.00
Sum of Presentations to Groups Hours	10.00
Count of Dealer Visits Planned	5.00
Sum of Dealer Visits Hours	5.00
Count of Rental Sites Planned	4.00
Sum of Rental Site Visits Hours	4.00
Owned Media Posts	16.00
Earned Media Posts	16.00
Count of Partnering Organizations	4.00
Sum of Partnering Organization Hours	124.00

INTERGOVERNMENTAL AGREEMENT

Between

WASHINGTON STATE PARKS AND RECREATION COMMISSION

And

Benton County Sheriff's Department

Agency Size Category: Large

Marine Lead: Jean-Paul Benitez, 509-572-5643

AGREEMENT# LE: MLE1102

THIS AGREEMENT is between the Washington State Parks and Recreation Commission, "STATE PARKS," and Benton County Sheriff's Department the "AGENCY".

THE PURPOSE OF THIS AGREEMENT is to establish a cooperative framework between STATE PARKS and the AGENCY to enhance the performance of boating safety and education services in the state per RCW 88.02650 and WAC 352-65.010. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensure a safe and enjoyable boating environment for all users.

THEREFORE, IT IS MUTUALLY AGREED THAT:

SUMMARY STATEMENT

In exchange for vessel registration fees, transmitted to the AGENCY by the Washington State Treasurer, AGENCY shall furnish the necessary personnel, equipment, material, and services and otherwise do all things necessary for, or incidental to, the performance of marine law enforcement and other duties as defined in Chapter 79A.60 RCW - REGULATION OF RECREATIONAL VESSELS.

PERIOD OF PERFORMANCE

The term of this agreement is one year from the date of STATE PARKS' signature.
This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the parties with respect to boating safety and education services.

RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the

performance of the services described herein. These records are subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this agreement must be retained for six years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties must have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this agreement will continue to be employees or agents of that party and will not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing.

INDEMNIFICATION

Each party is responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If STATE PARKS determines that AGENCY is not in compliance with the minimum requirements of this agreement, the State Parks Marine Law Enforcement Coordinator will notify AGENCY in writing of the deficiency. AGENCY will have forty-five days following receipt of the notice of deficiency to submit a plan satisfactory to STATE PARKS to remedy the deficiency. If, after forty-five days, AGENCY has not submitted a plan to STATE PARKS for remedying the deficiency or is unable to demonstrate its ability to meet minimum requirements, STATE PARKS will have the option to terminate this agreement. If AGENCY disagrees with STATE PARKS' decision to cancel this agreement, AGENCY may seek a hearing per chapter 34.05 RCW, the Administrative Procedure Act to contest this decision.

DISPUTES

In the event that a dispute arises under this agreement, it will be determined by a Dispute Board in the following manner: Each party to this agreement appoints one member to the Dispute Board. The members so appointed jointly appoint an additional member to the Dispute Board. The Dispute Board reviews the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board is final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency must be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;

b. Summary Statement; and

c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement does not preclude that party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this agreement unless stated to be such, in writing, signed by an authorized representative of the party, and attached to the original agreement.

SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of

applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement exist or bind the parties.

CONTRACT MANAGEMENT

The contract representative for each of the parties are responsible for and are the contact person for all communications and billings regarding the performance of this agreement.

The Contact Representative for AGENCY is:

Jean-Paul Benitez,

Benton County Sheriff's Department

509-572-5643

Jean-paul.benitez@co.benton.wa.us

The Contract Representative for STATE PARKS is:

Hoyle Hodges, Marine Law Enforcement Coordinator

(360) 902-8835.

IN WITNESS WHEREOF, the parties have executed this agreement.

Washington State Parks and Recreation Commission	Benton County Sheriff's Department
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as To Form:

Michael Young

Asst. Attorney General

12/21/17

Approved as to Form:

Ryan J. Lukson, Civil DPA

Exhibit A

AGENCY REQUIREMENTS

Signed Agreement:

AGENCY shall sign an Approved Program Agreement with STATE PARKS that contains all qualifications and requirements necessary to establish or maintain eligibility to receive vessel registration fees as established by RCW 88.02.650. AGENCY agrees to use the A-299 Web Forms to provide information necessary to complete the annual Approved Program Agreement. AGENCY agrees to utilize the web-enabled process designated by STATE PARKS to generate the Approved Program Agreement. AGENCY agrees to complete the submission process by October 15, 2019.

Designated Marine Lead / Conference Attendance / Surveys:

AGENCY must designate a "Marine Lead" - the Deputy/Officer/or Supervisor (LT, SGT, Undersheriff) that is responsible for interacting with STATE PARKS on all issues and matters related to AGENCY's Marine Law Enforcement unit. Duties include but are not limited to:

- Ensuring all required reports are completed and submitted to STATE PARKS within document due date guidelines.
- Submitting personnel names to attend training courses and conferences.
- Attending the annual Fall Conference or designating another to attend.
- Ensuring that all commissioned officers/deputies identified in the A-299 Web Form have received Marine Law Enforcement Training.
- Ensuring that all tasks identified on the BOAT Currency Web Form are current and up to date.
- Taking proactive steps to ensure that his/her agency will have all necessary equipment and other necessary infrastructure in place so to utilize the SECTOR system for all boating related safety inspections, warnings, and citations by January 1, 2019.
- Communicating with STATE PARKS on all matters and issues that may arise around recreational boating safety and marine law enforcement and disseminating information within their agency as appropriate.
- Responding to any and all recreational boating safety surveys sent by STATE PARKS within the requested timeline.
- Ensuring that all data on their agency held by STATE PARKS is up to date and accurate.

Reporting Recreational Boating Activities and Financial Data:

Training Currency Forms: AGENCY agrees to complete a BOAT Currency Web Form for each officer/deputy identified in their A-299 Web Form by October 15 of each year. Only officers/deputies whose training qualifications are current will be considered trained.

Summary of Activity Report Web Forms: AGENCY agrees to use the Summary of Activity Report (SOAR) web form to report all required recreational boating safety (RBS) activities. AGENCY may report the activities daily, monthly, or quarterly using the SOAR Web Forms.

Utilize SOAR Web Forms: AGENCY will use the Summary of Activity Report (SOAR) web form designated by STATE PARKS to report all required RBS Activities.

Reporting Frequency: AGENCY must submit a Summary of Activity Report (SOAR) at least quarterly to STATE PARKS. However, it may report RBS Activities daily or monthly using the SOAR Web Forms.

Review and Approval of SOAR: STATE PARKS will provide AGENCY with a summary of all reported RBS Activities at the end of the quarter and provide AGENCY with the opportunity to correct, update, and/or amend their report to address any inaccuracies or omissions. If all information is correct, AGENCY will print, sign, and submit a copy of the SOAR quarterly summary to STATE PARKS by the designated deadline.

Due Dates: The SOAR is due to STATE PARKS by the 15th of the month following the end of the quarter as follows:

Quarter	Beginning Date	End Date	SOAR Due Date
First Quarter	January 1	March 31	April 15
Second Quarter	April 1	June 30	July 15
Third Quarter	July 1	September 30	October 15
Fourth Quarter	November 1	December 31	January 15

Vessel Registration Fee Expenditure Report: AGENCY will use the Vessel Registration Fee Expenditure Report Web Form to provide STATE PARKS with accounting information as directed. AGENCY agrees to submit this form by October 15 of each year.

EXHIBIT B

FUNDING REQUIREMENTS

AGENCY Financial System Report: AGENCY agrees to provide STATE PARKS with a report from the AGENCY'S financial system that demonstrates that vessel registration fees (VRFs) are deposited in a dedicated account and showing the deposit of state vessel registration funds received from the Office of State Treasurer. See Exhibit E for an example. This report may not be an Excel spreadsheet, and it must be submitted with the Vessel Registration Fee Expenditure Report.

VRF Fund Balance Report: AGENCY agrees to provide STATE PARKS a report from the AGENCY financial system showing the fund balance of the dedicated VRF account. See Exhibit E for an example. VRF fund balance on this system-generated report should match the bottom line on the VRF report ("Total Remaining Balance of State VRF funds for Fiscal Year").

Provide Local Spending: AGENCY agrees to contribute local funds to provide financial support to its marine law enforcement program to augment the funding provided through VRFs.

Limitation on Use of Funds: AGENCY agrees to use VRFs solely for recreational boating safety purposes, which include all activities or expenditures identified in the document "Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants," as now existing or as may be updated in the future. This document can be found on the MLE Forms Website at: http://mle.parks.wa.gov/. AGENCY may charge actual, direct administrative costs to the VRF account. An example would be actual staff hours spent to fill out forms, or to maintain the dedicated account. AGENCY agrees not to charge administrative fees based on an estimated percentage of a staff person's time.

Local Ordinances, STATE PARKS notification: AGENCY agrees that if it adopts a local ordinance governing recreational boating, the ordinances will be at least as restrictive as, but may be more restrictive than, Washington State boating laws and regulations.

EXHIBIT C

OPERATIONAL REQUIREMENTS

Officer/Deputy Qualifications: AGENCY agrees to utilize officers/deputies with law enforcement certificates from the Criminal Justice Training Commission that authorize them to enforce all boating laws and regulations. Officers/deputies who have completed equivalent training may be approved by the STATE PARKS Director or designee.

Officer/Deputy Training Required: AGENCY agrees to ensure that all officers/ deputies involved in the recreational boating safety program attend the Washington State Basic Marine Law Enforcement Training course. STATE PARKS agrees to provide this training at no charge to AGENCY. Only officers/deputies that have attended this training will be considered trained. Officers/deputies may attend an alternative and equivalent course with prior written STATE PARKS approval.

New Programs, Officers/Deputies, Must Acquire Training Within One Year: AGENCY agrees to acquire required training for officers/deputies within one year of becoming an approved program, and within one year for each newly assigned boating safety officer/deputy.

Training Currency: AGENCY must submit a BOAT Currency Requirements Report Web Form for all active personnel listed on the roster submitted with the A-299 Web Form by October 15 each year. These reports must be submitted at least annually but may be updated throughout the year. If AGENCY feels that they will be unable to complete all training tasks required, it shall submit a statement of explanation to the Marine Law Enforcement Coordinator.

Document Additional Training: AGENCY agrees to list on the A-299 form any additional training courses its personnel have completed.

Vessels and Equipment: AGENCY agrees to acquire and make available the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this agreement. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC.

Vessel, Aircraft, Vehicle and Equipment Inventory Required: AGENCY agrees to supply STATE PARKS with an inventory of all vessels, aircraft, vehicles, and equipment utilized in the recreational boating safety missions along with details of how they are equipped each year in the A-299 web form.

Information required on the A-299 includes:

- **Vessels:** STATE PARKS requires the following data on each vessel:
  - Name
  - Manufacturer
  - Radio equipped (Y/N): Radio equipped means the vessel has an agency radio installed or "hardwired". Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, Jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
  - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels that are SECTOR equipped with a computer or tablet plus printer and scanner, including those that are permanently installed or "hardwired" OR portable cased units that are taken on an off the vessel. Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or a cased kit.
  - Model
  - Length
  - Type of propulsion
  - Horsepower
  - Year purchased
  - Funds used to purchase the vessel (local, state, or federal)
  - Percent of time employed for the RBS mission

- **Aircraft:** The number of aircraft in your agency and the percentage they used for RBS activities.
  - Aircraft type
  - Manufacturer
  - SECTOR/Radio equipped
  - Model
  - Year
  - Funds Used for Purchase
  - Percent of time employed for the RBS mission

- **Vehicles**: Other Patrol Vehicles (Trucks, Cars, SUVs, ATVs) The number of other patrol vehicles assigned to the marine services unit and the percentage they are used for RBS activities
  - Vehicle Type
  - Manufacturer
  - SECTOR/Radio equipped
  - Model
  - Year
  - Funds Used for Purchase
  - Percent of time employed for the RBS mission

- **Equipment Valued at $5000.00 Dollars** (i.e. Engines, Electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of $5000.00 dollars or more. Only items listed under "allowable expenses" defined in in the

document "Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants "(found on the MLE Forms Website at http://mle.parks.wa.gov/) should be purchased with vessel registration fees.

- Equipment Type
- Manufacturer
- Model
- Year purchased
- Funds used for Purchase (local, state, federal)

Sale of Vessels Purchased with Vessel Registration Fees or STATE PARKS Provided Federal Funding: AGENCY agrees to notify STATE PARKS 60 days in advance of the sale date of any vessel purchased with federal funds provided by STATE PARKS. The sale of vessels purchased with state dollars, when sold at the end of their useful life, must be consistent with the AGENCY's policies and procedures. AGENCY agrees to remove the vessel from the Patrol Vessel Inventory once it is sold.

Boating Accident Reports Required, Timeline to Submission: AGENCY agrees to submit accident reports to STATE PARKS (in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70) as follows:

- For any boating accident resulting in a death, or in an injury requiring hospitalization, AGENCY agrees to:
  - Notify STATE PARKS within 48 hours of becoming aware of the incident.
  - Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
  - Include the results of any other investigation conducted by the agency, including but not limited to statements from witnesses or any party involved, photos, maps, or additional information.
  - Submit, within one week of completion, any coroner's reports concerning the death of any person resulting from the boating accident.
- In addition to the requirements above, for any boating accident resulting in a death, or in an injury requiring hospitalization, OR damage to any vessel or property of two thousand dollars or more, OR a vessel is a complete loss, OR a person disappears from the vessel under circumstances that indicate death, AGENCY agrees to submit a Boating Accident Report (BAR – Form number A-440) within 10 days of the occurrence to STATE PARKS.

Boater Assistance: AGENCY agrees to create and maintain the ability to respond, or coordinate response to, boating emergencies that occur within AGENCY's jurisdiction and document each occurrence and report it to STATE PARKS through the Summary of Activity Report (SOAR) Web Form as prescribed in this agreement. AGENCY agrees to report each incident utilizing the following definitions:

- **Search & Rescue/Recovery**: Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. AGENCY agrees to only report SAR cases on the Summary of Activity Report (SOAR) Web Form that were

assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.

- **Assist**: An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under its own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned, or commercial vessels. AGENCY agrees to report responses of this nature as assists and will report the number of vessels assisted and the number of persons assisted on the SOAR web form.

Boating Safety Patrols Required, Minimum Hours: AGENCY agrees to patrol on the waters of its jurisdiction with the intent of enforcing Washington State Boating Safety Laws and Regulations and to promote boating safety some minimum hours based on their agency size (Small – 133, Medium – 255, Large - 436) per year during peak boating hours within AGENCY's jurisdiction. Patrol hours can be a combination of hours patrolling on the water in a vessel as well as hours spent at boat launch ramps or other appropriate shore-side enforcement activities.

Enforcement of Boating Laws Required: AGENCY agrees to enforce all Washington State boating safety laws and regulations including vessel registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. In addition, AGENCY shall document and report the numbers of warnings and citations it issues for each type of boating violation in the Summary of Activity Report web form – except those issued through SECTOR. STATE PARKS recommends that AGENCY adopt a zero-tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence, and rules of the road violations, and strongly consider issuing citations for violations of these laws, in all circumstances.

Boating Safety Inspections Required: AGENCY shall complete a minimum of 200 boating safety inspections using the SECTOR system or Form #A-274 during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. STATE PARKS will provide boating safety inspection forms. Copies of the completed inspections shall be submitted to STATE PARKS for statistical purposes at the end of each quarter along with the SOAR Web Form. AGENCY shall not report inspections documented in SECTOR to STATE PARKS.

Boating Safety Education Program Required, Designated Officer or Deputy: AGENCY shall create, adopt, and/or maintain a boating safety education and information program. At a minimum AGENCY shall designate an officer/deputy to coordinate the activities of the boating safety education program. AGENCY shall ensure that the designated boating safety education officer/deputy receives training from STATE PARKS. AGENCY agrees that the designated

officer or deputy will oversee AGENCY's boating safety education and outreach program including, but not limited to, coordinating activities listed in Exhibit F. AGENCY is not obligated to engage in all outreach and education activities listed in Exhibit F but it must ensure that its program is appropriate for the types of boating and primary boating accidents within AGENCY's jurisdiction.

Waterway Marking: AGENCY agrees to place and maintain Aids to Navigation (ATONs) as appropriate, within the waters of AGENCY's jurisdiction. AGENCY agrees to report to STATE PARKS the number and hours spent placing or maintaining only the ATONs that they are responsible for within its jurisdiction on the SOAR web form. AGENCY agrees to use only those waterway markers that conform to the United States Aids to Navigation System.

EXHIBIT D

NOTES AND DEFINITIONS

Washington STATE PARKS' Marine Law Enforcement Training Program is accredited through the National Association of State Boating Law Administrators Boat Operation and Training (BOAT) Program. As a term of accreditation, STATE PARKS must ensure that all active marine officers and deputies maintain proficiency in basic recreational boating safety skills. This is important because these skills are perishable but critical to operate in a marine environment. STATE PARKS recognizes that there are many different circumstances that could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Approved Program: A marine law enforcement program that has signed an Approved Program Agreement with Washington State Parks and is in good standing.

Boating Safety Patrol: The total number of hours that all agency vessels patrolled on the water. These are the actual hours as documented on the patrol vessel hour meter or logbook. Note that this is different than officer on-water patrol hours. If two officers are patrolling on a single vessel for eight hours, you would report eight boating safety patrol hours and 16 officer on-water patrol hours.

Instructor Qualified Certified Boating Education Instructors: Any officer/deputy designated as Certified Boating Education Instructors must be listed as Instructor Qualified for the Adventures in Boating course by the State Parks Education and Outreach Program Manager. STATE PARKS considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations, and participation in Community Events, along with Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities.

Local Spending: These are funds appropriated by the city or county government used for boating safety programs. Local funds cannot include state or federal grant dollars.

Peak Boating Hours: STATE PARKS defines peak boating hours as four hours on Friday afternoon/evening and 8 hours Saturday and Sunday for weekends from Memorial Day to Labor Day, which equals approximately 332 hours per boating season. STATE PARKS maintains this patrol hour goal to ensure local agencies are focused on injury prevention activities. While many agencies patrol many more hours than 332 and many agencies patrol less than 332 hours, the goal to achieve these patrol hours remains the same. While the patrol hour goal is 332 hours, STATE PARKS has collected data for patrol hours performed by all participating agencies over

a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours are considered a critical metric. It is used by STATE PARKS to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

RBS Activities: AGENCY is required to report all RBS activities to STATE PARKS on the Summary of Activity Report (SOAR) web form. RBS Activities include, but are not limited to, enforcement activities, outreach and education, and administrative support.

Trained: Commissioned officer/deputy trained by the CJTC or equivalent who has attended the Basic Marine Law Enforcement Course or STATE PARKS approved equivalent and has maintained currency requirements documented on the BOAT Currency Web Form. AGENCY must have a trained officer/deputy aboard a vessel in order to use vessel registration fees to pay either the trained officer or untrained officers/deputies.

Web-enabled Forms: These are forms located on the website http://mle.parks.wa.gov/ that are the official documents used by STATE PARKS in the administration of state vessel registration fees and federal financial assistance grants. These forms replace paper versions used prior to CY 2018 and must be used as a condition of ongoing eligibility to receive state vessel registration fees.

NOTE: Paper inspection forms (Form #A-274) will not be accepted after January 1st, 2020. After that date, all inspections must be submitted using SECTOR.

EXHIBIT E

FINANCIAL REPORT EXAMPLES

Example of a VRF Fund Balance Report

XXXXXX County
Fund Master – All Funds
Balances as of 06/06/2017

Key	Cash in Funds	Pooled Cash	Pooled Investment	Investment Funds	Cash & Investments	Total Payables	Available Funds
130-Boating Safety	57,294.64	0.00	0.00	0.00	57,294.64	7,300.64	64,595.28
	57,294.64	0.00	0.00	0.00	57,294.64	7,300.64	64,595.28

Balance as of 06/06/2017 matches Bottom Line (Total Remaining Balance on VRF Report

Example of a Financial System Report

XXXXXXX County
Treasurer Cash Receipt
Receipt #
EFWA12345678

Date of Transfer / Deposit

Date: 060602017
Received From: StateOfWAMonthlyEFT

Customer ID # 8910
Clerk: David Smith

Fund/Key	Revenue	Description	Amount
130	33600840	State Boating Safety	$20,744.72
		Total Receipt Amount	$20,744.72

Deposited into Dedicated Account For Boating Safety

Correct Amount Received

EXHIBIT F

EDUCATION AND OUTREACH TACTICS AND SUGGESTED GOALS

- **Education Classes:** This is classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
  - Small Agency, 15 students, 1 Class
  - Medium Agency, 20 students, 1 Class
  - Large Agency, 50 students, 1 Class

- **Boating Safety Presentations to Groups:** These are boating safety presentations to various groups, yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
  - Small Agency, 10 hours
  - Medium Agency, 15 hours
  - Large Agency, 25 hours

- **Boating Safety Presentations to Schools:** These are presentations to local public and private schools, K-12, colleges or universities.
  - Small Agency, 10 hours
  - Medium Agency, 15 hours
  - Large Agency, 25 hours

- **Vessel Rental Site Visits:** These are site visits to local vessel rental sites. The intent is to ensure the employees and renters are following the guidance on the Motor Vessel Rental Safety Checklist (Form number P&R A-446 - Rev 03/2014). These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviors such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
  - Small Agency, 2 visits
  - Medium Agency, 4 visits
  - Large Agency, 6 visits

- **Participation in Community Events**: These are events like county fairs, parades, and night outs that have the ability to reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation on the water in regattas, races, opening days where there is little to no face-to-face interaction between officers/deputies and community members does not count as a "Community Event". Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
  - Small Agency, 40 hours
  - Medium Agency, 150 hours
  - Large Agency, 275 hours

- **Vessel Dealer Site Visits:** These are visits to vessel dealerships and brokers to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.

- Small Agency, 5 visits
- Medium Agency, 10 visits
- Large Agency, 15 visits

- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program's effectiveness by increasing its area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours spent working with Prevention Partners conducting RBS activities in their jurisdictions as well as meetings, conference calls etc.
  - Small Agency, 1 hour
  - Medium Agency, 3 hours
  - Large Agency, 5 hours

Media Contacts: Agencies should distribute recreational boating safety content through their own social media channels, social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency, like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
  - Small Agency, 4 hours
  - Medium Agency, 8 hours
  - Large Agency, 16 hours

- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include stories in the newspaper, radio, television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of its interaction with that partner.
  - Small Agency, 4 hours
  - Medium Agency, 8 hours
  - Large Agency, 16 hours

- **Campaigns; Operation Dry Water, Spring Aboard, National Safe Boating Week, and Safe Paddling Week:** See the SOAR web form for reporting requirements, and goals for all agencies regardless of size is participation in these campaigns. The State Parks Recreational Boating Safety Communication staff will distribute content to all agencies for each of the campaigns, making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.

  - The Operation Dry Water campaign is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
  - The Spring Aboard campaign is a national campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
  - National Safe Boating Week is a nationally observed week focused on encouraging all boaters to wear their lifejackets. In addition to media posts, agencies are encouraged to

participate in "Wear IT" events. More information will be distributed in the late winter about this campaign to help agencies effectively participate. This campaign is sponsored by the National Safe Boating Council.

- Safe Paddling Week is a new campaign being sponsored by the Washington State Parks Recreational Boating Safety Program for the first time in July of 2018. The purpose of the week is to elevate awareness around basic paddling safety behaviors such as always wearing a PFD, obtaining training etc.

EXHIBIT G

DATA ENTERED ON THE A-299 FORM

Washington State Parks & Recreation Commission – Recreational Boating Program

Request for Boating Safety Program Approval

Application Year:

2,020

AGENCY INFO	
Agency Name	**Agency Size**
Benton County Sheriff's Department	Large
Agency Signing Officer Title	**Signing Officer First Name**
Sheriff	Jerry
Signing Officer Last Name	**Dedicated Account Number**
Hatcher	0127101

STAFFING

Roles	SAW ID	Rank	First Name	Last Name	Commission	FT/PT	Email Address	Date of Marine L.E. Training	Training Current?	Non-WA Parks Courses
Supervisor, Fiscal Lead		Marine Lead	Jon	Law	Regular	Full time	jon.law@co.benton.wa.us		N/A for this position	Commander over Patrol and Marine Patrol
Lead Accident Investigator, Boating	bretthansen	Deputy	Brett	Hansen	Regular	Full time	brett.hansen@co.benton.wa.us	4/14/2013	Yes	Certified Boater Ed Instructor, Advanced

Safety Officer, Coordinator of Boating Education, Certified Boating Ed Instructor										Vessel Operations
Lead Accident Investigator, Boating Safety Officer, Coordinator of Boating Education, Certified Boating Ed Instructor, Marine Lead		Deputy	Jean-Paul	Benitez	Regular	Full time	Jean-paul.benitez@co.benton.wa.us	3/31/2013	Yes	BOSAR #1, Advanced Vessel Operations
Boating Safety Officer	bsurplus	Deputy	Bruce	Surplus	Regular	Full time	bruce.surplus@co.benton.wa.us	4/5/2015	No	
Boating Safety Officer	mhinkle22	Deputy	Michael	Hinkle	Regular	Full time	michael.hinkle@co.benton.wa.us	4/5/2015	No	
Boating Safety Officer		Deputy	Brian	Tungsevik	Regular	Full time	brian.tungesvik@co.benton.wa.us	4/5/2015	Yes	
Boating Safety Officer		Deputy	Brian	Ohler	Regular	Full time	brian.ohler@co.benton.wa.us	4/9/2017	No	
Boating Safety Officer		Deputy	Michael	Ramos	Regular	Full time	michael.denoma-ramos@co.benton.wa.us	4/12/2015	Yes	
Boating Safety Officer		Deputy	Natalie	Griffin	Regular	Full time	natalie.griffin@co.benton.wa.us	4/5/2015	No	

Boating Safety Officer		Deputy	Doug	Hollenbeck	Regular	Full time	doug.hollenbeck@co.benton.wa.us	4/2/2017	No	
Boating Safety Officer		Deputy	Adam	Flohr	Regular	Full time	adam.flohr@co.benton.wa.us	4/14/2013	No	
Boating Safety Officer		Sergeant	Jon	Schwarder	Regular	Full time	jonathan.schwarder@co.benton.wa.us	4/12/2015	No	
Supervisor		Lieutenant	Mathew	Clarke	Regular	Full time	mathew.clarke@co.benton.wa.us	4/13/2008	N/A for this position	

Number of Full Time RBS Officer	Number of Part Time/Seasonal RBS Officers
2.00	7.00
Number of Other RBS Officers	**Marine Lead Mobile Phone**
1.00	509-572-5643

BOAT PATROL SCHEDULE

Patrol Season Begins	Patrol Season Ends
5/24/2020	9/2/2020

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Patrol Hours	12.00	0.00	0.00	0.00	0.00	12.00	12.00
Number of Officers	1.00	0.00	0.00	0.00	0.00	1.00	1.00
Number of Vessels	1.00	0.00	0.00	0.00	0.00	1.00	1.00

Total Planned Patrol Hours
640.00

200.00

Total Planned Inspections

RBS EQUIPMENT, VESSELS, AIRCRAFT AND VEHICLES

Type	Vessel Name	Vehicle/ Aircraft/ Equipment Type	Manufacturer	Sector/ Radio	Model	Length	Propulsion Type	Horsepower	Year	Funds Used for Purchase	% Time Used for RBS
Vessels	Wind River		Wind River	Radio equipped	1997	24.00	Jet	350.00	1,997		100.00
Vehicles		Dually Pickup	Ford		F-350				2,013		100.00
Vessels	NW Jet		NW Jet	SECTOR equipped, Radio equipped	2008	25.00	Jet	375.00	2,008		100.00
Vessels	Safe boat		Safe boat	SECTOR equipped, Radio equipped	2008	23.00	Outboard	400.00	2,008		100.00
Equipment		Boat Trailer	E-Z Loader						2,008		
Equipment		2-Outboard Engines with Rigging	Mercury		Verado 200xl/xcl				2,008		
Equipment		10.4" Chart Plotter/Radar/ Navigation Console w/ 18" 2.2kw Radome	Furuno		1824C/ NT				2,008		
Vessels	Safe boat		Safe boat	SECTOR equipped, Radio equipped	2019	27.00	Outboard	600.00	2,019	Local	100.00
Equipment		2-Outboard Engines	Mercury		Sea Pro 300				2,019	Local	
Equipment		12" Furuno Chart Plotter	Furuno		Navnet Tztouch				2,019	Local	
Equipment		Boat Trailer	E-Z Loader						2,019	Local	
Equipment		FLIR	FLIR		M625S				2,019	Local	

Number of Radio Equipped Boats	Number of Non-Radio Equipped Boats
4.00	0.00
Number of Aircraft	**Number of Other Patrol Vehicles**

0.00	1.00
Number of Vessels SECTOR Equipped	**Number of Vessels Non-SECTOR Equipped**
3.00	1.00

LOCAL ORDINANCES

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	01/28/2020	**Execute Contract**	X	**Consent Agenda**	X
Subject:	Copier Lease	**Pass Resolution**	X	**Public Hearing**	
Prepared by:	Eileen Hewitt	**Pass Ordinance**		**1st Discussion**	
Reviewed by:	Eric Andrews Benton County Prosecuting Attorney's Office	**Pass Motion**		**2nd Discussion**	
				Other Business	

BACKGROUND INFORMATION

WSU Benton County Extension desires to enter into a sixty (60) month Lease Agreement with Pacific Office Automation to lease a Ricoh IM C6000 and a Ricoh IM C2000. Pacific Office Automation is an authorized vendor under Washington State Contract # 05214 and NASPO Master Contract # 3091. Pricing will be according to the state contract.

SUMMARY

WSU Benton County Extension requests to enter into a sixty (60) month lease agreement for a Ricoh IM C6000 and Ricoh IM C2000 copier with Pacific Office Automation. Benton County has reviewed and approved the form and content of the Lease Agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE LEASE AGREEMENT FOR TWO COPIERS FROM PACIFIC OFFICE AUTOMATION FOR USE BY THE WSU BENTON COUNTY EXTENSION OFFICE IN KENNEWICK, WASHINGTON.

WHEREAS, Pacific Office Automation is an authorized vendor under Washington State contract # 05214 and NASPO Master Contract #3091; and

WHEREAS, WSU Benton County Extension desires to enter in to a sixty (60) month Lease Agreement with Pacific Office Automation to lease a Ricoh IM C6000 copier and a Ricoh IMC2000 copier; and

WHEREAS, Benton County has reviewed and approved the form and content of the Lease Agreement, NOW THEREFORE,

BE IT RESOLVED, the Benton County Commissioners, Benton County, Washington are hereby authorized to sign the attached Lease Agreement between Benton County and Pacific Office Automation for a sixty (60) month lease of a Ricoh IM C6000 copier and a Ricoh IM C2000 copier with additional equipment as listed in the amount of $312.79 per month plus $0.0082 per page copy cost for black and white copies and $0.05 per page copy cost for color copies (Ricoh IM C6000) and $.062 per page (Ricoh IM C2000). Vendor will bill the county monthly at the rates provided herein payable by County (30) days upon receipt.

BE IT FURTHER RESOLVED the attached lease agreement shall commence upon delivery of the Ricoh IM C6000 and Ricoh IM C2000 copiers and shall expire sixty (60) months thereafter.

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: WSU
cc: Auditor

ehewitt

LEASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

COUNTY RESOLUTION No. _____
This resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Pacific Office Automation
VENDOR CODE: 710240
VENDOR CONTACT: James Freeman
VENDOR CONTACT PHONE: (509) 735-0502
VENDOR ADDRESS: 7913 W. Grandridge Blvd., Kennewick, WA 99336
TYPE OF LEASE: 60 month copier lease per WA State Contract, #05214; NASPO Master Contract #3091

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to lease the following office equipment to Benton County under the terms described within this Agreement.

SHIP TO:	BILL TO:	REMIT TO:
WSU Benton County Extension 7102 W Okanogan Pl. Ste. 102 Kennewick, WA 99336	WSU Benton County Extension 7102 W Okanogan Pl. Ste. 102 Kennewick, WA 99336	Pacific Office Automation

Delivery Date: 02/13/2020

Line	Model	Description	Term	Unit Price	Total Lease Amount
1	Ricoh IM C6000	Ricoh IM C6000 Paper Feed Unit PB3280 Bridge Unit BU3090 Finisher SR3260	60 months	$180.16/mo $12.67/mo $3.00/mo $15.71/mo	$13,266.00
2		B&W charge per page: $.0082 Color charge per page: $.05			
3		Maintenance agreement includes all parts labor, toner and supplies (except paper) for the term of the lease.			
4	Ricoh IM C2000	Ricoh IM C2000 Paper Feed Unit PB3300 Internal Finisher SR3250	60 months	$62.70/mo $16.85/mo $21.70/mo	$6,075.00
5		B&W charge per page: $.0082 Color charge per page: $.062			
6		Maintenance agreement includes all parts labor, toner and supplies (except paper) for the term of the lease.			
			TOTAL		$19,341.00

The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be $312.79 plus B&W charges of $.0082/page and Color charges of $.05/page (IMC6000) and .062/page (IM C2000). Vendor will bill the County monthly at the rates provided herein payable by County thirty (30) days upon receipt.

SUB TOTAL	$19,341.00
8.6% SALES TAX	$1,663.33
TOTAL LEASE AMOUNT	$21,004.33

This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #05214 and Participating Addendum to the NASPO (attached hereto as Exhibit A), as well as the copier pricing applicable to this Lease Agreement per NASPO Master Contract #3091 (attached hereto as Exhibit B). In case of conflicts, the order of precedence is: 1. WA State Contract #05214; WSCA Master Contract #3091; 2. This Lease Agreement. Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions and supersedes any conflicting terms and all previous lease contracts with vendor.	QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT: Dept. Contact: Cami McKenzie Benton County Commissioners Title: Clerk of the Board Address: 7122 W. Okanogan Pl, Bldg. A Kennewick, WA 99336 Phone: (509) 222-3712 Fax: (509) 736-2708

Approved as to Form
(Deputy Prosecutor): _____ CLK ANDREWS

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.
4) The parties agree that the terms and conditions of this lease agreement supersede and replace all terms and conditions of the equipment contracts entered into by the parties on September 30, 2014 recorded as Benton County Resolution 2014-31 and February 13, 2015 recorded as Benton County Resolution number 2015-150. To that effect, Pacific Office Automation agrees to remove and pick up the Ricoh MP3053 and the Ricoh MPC5503 procured under these equipment contracts within 30 days of entering into this lease agreement at no cost to the County.

Vendor Name (Print): Pacific Office Automation Title: Branch Manager Date: 1/16/2020

Vendor Signature: _____

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

WSU Benton County Extension

Model	NASPO 60 mo Lease Price
Ricoh IM C6000	$180.16
Staple finisher SR3260	$15.71
Bridge Unit BU3090	$3.00
Paper Feed Unit PB3280	$12.67
	$211.54

Model	NASPO 60 mo Lease Price
Ricoh IM C2000	$62.70
Paper Feed Unit PB3300	$16.85
Internal Staple Finisher SR3250	$21.70
	$101.25

Model	NASPO 60 mo Lease Price
Ricoh MP 3055A SP	$78.34
Paper Feed Unit PB3220	$11.43
Internal Staple Finisher SR3130	$21.54
	$111.31

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: Jan. 28, 2020	Execute Agreement	Consent Agenda
Subject: Plymouth Water District Franchise.	Pass Resolution	Public Hearing X
Prepared by: CRW	Pass Ordinance	1st Discussion
Reviewed by: DD	Pass Motion X	2nd Discussion
	Other	Other

BACKGROUND INFORMATION

Benton County has received an application to establish a Franchise Order and Agreement for a domestic water delivery system from Plymouth Water District.

SUMMARY

Plymouth Water District has submitted an application to establish their franchise within Benton County road right of way.

RECOMMENDATION

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Plymouth Water District, subject to the 6 items listed in the report to the Commissioners.

FISCAL IMPACT

None.

MOTION

Move to approve Franchise Order and Agreement with Plymouth Water District, subject to the 6 items listed in the report to the Commissioners.

Public Works Department

PO Box 1001
Prosser, WA 99350
PHONE (509) 786-5611
www.co.benton.wa.us

January 28, 2020

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Plymouth Water District.

Commissioners:

Plymouth Water District has filed a petition for a nonexclusive franchise to have a domestic water delivery system within Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise be for a ten (10) year period.

2. The Grantee shall carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County.

3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.

4. Should Benton County require utility relocation work because of road reconstruction, maintenance, or any other reason, said work shall be at the Grantee's expense.

5. The franchise is nonexclusive.

6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,

Douglas D'Hondt, P.E.
Assistant County Engineer

AGENDA ITEM	**TYPE OF ACTION NEEDED**		Consent Agenda	
MTG. DATE: January 28, 2020	Execute Contract		Open Record Hearing	
SUBJECT: Fee schedule revisions for the Planning Department	Pass Resolution	X	1st Discussion	
	Pass Ordinance		2nd Discussion	
MEMO DATE: January 15, 2020	Pass Motion	X	Public Meeting	**X**
Prepared By: Donna Hutchinson	Other			
Reviewed By: Greg Wendt				

BACKGROUND INFORMATION

The Board of County Commissioners on January 7, 2020 approved the creation of the Rural Water Supply program for Benton County. As part of the implementation of this program the Planning Department is proposing an update to the Department's Fee Schedule for the addition of fees associated with the program.

Rural Water Supply Program Fees

1. Mitigation Certificate Package A: $663
2. Mitigation Certificate Package B: $1,410
3. Mitigation Certificate Package C: $2,157
4. Water Meter: ACTUAL COST
5. Annual Fee: $180

The proposal is to create a new fee for Mitigation Certificates A, B, and C. The Mitigation Certificates will be issued to those when developing new housing units relying on permit exempt wells located in a certain portion of WRIA 37.

New fees are also being proposed for the purchase of Water Meters to meter the amount of water being used. The County will be purchasing the meters and selling them to the applicants. The fee for this will be the actual cost of the meter to Benton County. Also proposed is a new annual fee for the monitoring of the meters, administration, and enforcement of the Rural Water Supply Program.

The Planning Department is also proposing a change in the way that the fee is charged for the Critical Areas Review of Building Permits. Currently there is a flat fee of $100 for every Building Permit regardless of the complexity or cost of the permit. The Planning Department is proposing the change in order to create a more equitable fee for all types of building permits and that the fee be changed as follows:

Amendment to the Critical Areas Review Fee -

1. Change of the Name of the Fee to Critical Areas/Site Plan Review Fee; and,
2. Charge 5% of the actual cost of the Building Permit instead of the $100.00 flat fee.

Attached is a copy of the proposed fee schedule for the Planning Department with the application fee changes or additions in red type.

SUMMARY

The Planning Department is proposing an update to the Department's Fee Schedule with the creation of the Rural Water Supply Program and also a change to the Critical Area Review Fee.

RECOMMENDATION

It is the recommendation of the Benton County Planning Department that the Board of County Commissioners approve the attached resolution authorizing the changes in the fee schedule for the Planning Department.

FISCAL IMPACT

Increase in revenue to assist with covering Planning Department staff time needed to implement and monitor the Rural Water Supply Program and the review of building permits for critical areas.

MOTION

The Board adopts the attached resolution and approves the changes to the Benton County Planning Department Fee Schedule effective February 1, 2020.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF ADOPTING THE FEE SCHEDULE FOR THE BENTON COUNTY PLANNING DEPARTMENT.

WHEREAS, the Planning Department is proposing an update to the Department's Fee Schedule with the creation of new fees to the existing fee schedule for implementation of the Rural Water Supply Program and amending the Critical Areas Review fee; and,

WHEREAS, the implementation of the Rural Water Supply Program creates the need for new fees to be added to the Planning Department Fee Schedule for Mitigation Certifications, water meter purchases and annual fees and the amendment to the Critical Area/Site Plan Review fee will create a more equitable fee for all types of building permits as it will be based on the actual cost of the building permit; and,

WHEREAS, the proposed fee schedule was considered by the Board of County Commissioners at a public meeting on January 28, 2020 at 9:00 a.m. in the Commissioners' Meeting Room, Third Floor, Courthouse, Prosser WA.; and,

WHEREAS, the Board of County Commissioners found that there was a need to establish news fees in order to implement the Rural Water Supply Program, and to amend the Critical Area Review Fee, and that it would be in the public's interest to adopt the fee schedule for the Planning Department; NOW THEREFORE,

BE IT RESOLVED that the fee schedule for the Planning Department attached hereto as Exhibit A be adopted as the fee schedule for the Benton County Planning Department and shall become effective at 12:01 a.m. on February 1, 2020.

Dated this 28th day of January 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest_____.
Clerk of the Board

GW/djh

PLN(1), PA(1), BOCC

Exhibit A

BENTON COUNTY PLANNING DEPARTMENT
FEE SCHEDULE

ACTION/DOCUMENT	**FEE**
ADULT USE (ENTERTAINMENT) BUSINESS Establishment Annual License Fee Manager/Entertainer Annual License Fee Required for each individual	Full Year Fees Half Year Fee $**1500** July –Dec 31 $**750** $**150** July –Dec 31 $**75**
ACCESSORY DWELLING UNIT (ATTACHED)	**$50**
APPEAL OF AN ADMINISTRATIVE DECISION	**$700**
APPEAL OF PLANNING COMMISSION RECOMMENDATION	**$700**
BOUNDARY REVIEW BOARD	**$50**
BOUNDARY REVIEW BOARD REQUEST FOR REVIEW	**$200**
CHILD CARE FACILITY TYPE A	**$120**
CHILD CARE FACILITY TYPE B	**$700**
COMMUNICATION FACILITY	**$500**
COMPREHENSIVE PLAN AMENDMENT	**$1000**
COMPREHENSIVE PLAN AMENDMENT UGA	**$2000**
COMPREHENSIVE PLAN- COPY DOCUMENT & MAPS APPENDIX A COPY DOCUMENT/MAPS/ APPENDIX A-M	 **$25** **$150**
CONDITIONAL USE PERMIT	**$700**
CRITICAL AREAS**/SITE PLAN** REVIEW	~~**$100**~~ **5% of the cost of the Building Permit**
HOME OCCUPATION	**$100**
NON-COMMERCIAL MINERAL EXTRACTION PERMIT	**$300**
MINERAL RESOURCE PERMIT	**$300**
MOBILE HOME PARK PERMIT	**$1000**
MULTIPLE DETACHED DWELLING PERMIT	**$200**
PLANNED DEVELOPMENT	**$1000**
PRIVATE ROAD NAMING	**$150**
RECONSIDERATION OF HEARING EXAMINER DECISION	**$700**
RURAL WATER SUPPLY - Water Mitigation Certification A	**$663**
RURAL WATER SUPPLY - Water Mitigation Certification B	**$1,410**
RURAL WATER SUPPLY - Water Mitigation Certification C	**$2,157**
RURAL WATER SUPPLY PROGRAM - Water Meter Purchase	**ACTUAL COST**
RURAL WATER SUPPLY PROGRAM - Annual Program Fee	**$180**

Exhibit A

SEPA - APPEAL OF EIS ADEQUACY	**$700**
SEPA - ENVIRONMENTAL CHECKLIST REVIEW	**$300**
SEPA - ENVIRONMENTAL DETERMINATION APPEAL	**$800**
SEPA - ENVIRONMENTAL IMPACT STATEMENT REVIEW	**$1500**
SHORELINE CONDITIONAL USE PERMIT	**$800**
SHORELINE EXEMPTION	**$100**
SHORELINE MASTER PLAN CHANGE	**$1000**
SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT	**$300**
SHORELINE VARIANCE PERMIT	**$800**
SHORT PLAT	**$350 + $50 per lot**
SHORT PLAT APPEAL	**$700**
SHORT PLAT EXEMPTION/BOUNDARY LINE ADJUSTMENT/LOT CONSOLIDATION	**$100**
SHORT PLAT VACATION	**$300**
SITE PLAN REVIEW FEE	$85
SUBDIVISION - ALTERATION	**$500**
SUBDIVISION - FINAL PLAT APPROVAL	**$250**
SUBDIVISION - MAJOR AMENDMENT TO AN APPROVED PRELIMINARY PLAT	**$350**
SUBDIVISION - MINOR AMENDMENT TO AN APPROVED PRELIMINARY PLAT	**$150**
SUBDIVISION - PRELIMINARY PLAT	**$1000 +$50 per lot**
SUBDIVISION - VACATION	**$500**
TEXT AMENDMENT	**$700**
TEMPORARY DWELLING	**$100**
TEMPORARY DWELLING RENEWAL	**$50**
VARIANCE	**$700**
VARIANCE TO THE FLOOD DAMAGE PREVENTION ORDINANCE	**$700**
VARIATION	**$150**
ZONE CHANGE	**$900**

ALL APPLICATIONS FEES ARE NON-REFUNDABLE and will not be refunded if the application is denied or withdrawn after the file(s) have been determined to be complete.

RECORDING FEES- Some planning applications may also require recording fees. See the County Auditor for current recording fee schedule.

Approved by Resolution No. _____ effective February 1, 2020.

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: January 28, 2020	Execute Agreement	X	**Consent Agenda**	**X**
Subject: Justice Center Restroom Renovation project	Pass Resolution	X	**Public Hearing**	
Change Order No. 3	Pass Ordinance		**1st Discussion**	
Prepared by: RB	Pass Motion		**2nd Discussion**	
Reviewed by:	Other		**Other**	

BACKGROUND INFORMATION

On October 29th, 2019 the Board of County Commissioners approved Resolution 2019-773 and executed a contract with Banlin Construction, LLC for the Justice Center Restroom Renovation project in the amount of $247,645.00 plus WSST.

Change orders #1 and #2 were approved on January 14th, 2020 for the amount of $6,154.51 plus WSST. Additional unforeseen items have arisen that require changes in the work in order to complete the project.

Change Order No. 3 consists of changing the grout type from cementitious to an epoxy grout. This material will significantly reduce the maintenance needs in the future and will extend the life of the tile and grout. The epoxy grout application will be added to the floors and the walls in all six restrooms in this project.

The total cost for Change Order No. 3 is $7,743.02 plus WSST. This change order will not add any additional days to the contract time.

SUMMARY

Change Order No. 3 have been prepared for the Justice Center Restroom Renovation project.

RECOMMENDATION

Approve the Chairman to sign Change Order No. 3.

FISCAL IMPACT

The total contract amount will increase $7,743.02 plus WSST for a new contract amount not to exceed $261,542.53 plus WSST.

MOTION

Approve the Chairman to sign Change Order No. 3 with Banlin Construction LLC for the Justice Center Restroom Renovation 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 JUSTICE CENTER RESTROOM RENOVATION PROJECT

WHEREAS, on October 29th, 2019 the Board of County Commissioners approved Resolution 2019-773 and executed a contract with Banlin Construction, LLC for the Justice Center Restroom Renovation project in the amount of $247,645.00 plus WSST; and

WHEREAS, Change orders #1 and #2 were approved on January 14th, 2020 for the amount of $6,154.51 plus WSST; 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 $7,743.02 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 with Banlin Construction, LLC for the Justice Center Restroom Renovation project and authorizes the Chairman of the Board to sign Change Order No. 3, attached hereto, to the contract executed by Resolution 2019-773; and

BE IT FURTHER RESOLVED, the contract time will not increase; and

BE IT FURTHER RESOLVED, the total contract amount will increase $7,743.02 plus WSST, to be paid to Banlin Construction, LLC for a new contract amount not to exceed $261,542.53 plus WSST.

Dated this 28th 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

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 003

TO: Wave Architecture
418 N Kellogg St, Suite B
Kennewick, WA 99336

ATTN: Mike Corbin

PROJECT NAME: Benton County Justice Center Restroom Renovation

CONTRACT #:

PROJECT NO:

DATE: 1/9/2020

VIA: Email

FROM: Riley Ollero

CP DESCRIPTION

Provide epoxy grout in lieu standard cement grout as specified in 09 3013 - Ceramic Tiling.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	003
The total additional cost for this COP	$7,743.02
The total credit for this COP	$0.00
COP Grand Total	$7,743.02
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. — 01/09/2020

SUBMITTED BY: Riley Ollero; Project Manager — DATE

Michael A. Corbin — 01/15/2020

APPROVED BY: Mike Corbin, Wave Architecture — DATE

APPROVED BY: Chairman, Benton County — DATE

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

RACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 3 **DATE:** 1/9/2

t: Benton County Justice Center Restroom Renovation

): 2019-10

ctor: BANLIN CONSTRUCTION

nce:

RC Nos	RFI NO	BULLETIN NO	OTHER

ption:

ule

Calendar Day

ode	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Tot
	Direct GC Field Costs (See page 4)	0	LS	$ 76.00	$ -				$
	Project Manager	0	Hrs.	$ 85.00	$ -				$
	Superintendent	0	Hrs.	$ 65.00	$ -				$
	Project Engineer/QC	0	Hrs.	$ 65.00	$ -				$
	Carpenter	0	Hrs.	$ 62.81	$ -				$
	Labors	0	Hrs.	$ 55.87	$ -				$
	Material	0	ls	$ -		$ -			$
	Equipment	0	ls	$ -				$ -	$
									$
	Subcontractors and Supplies								$
	Great Floors - Epoxy Grout	1	LS	$ -			$ 6,015.00		$
		1	LS	$ -			$ -		$
		1	LS	$ -			$ -		$
				$ -			$ -		$
							$ -		$
LS					$ -	$ -	$ 6,015.00	$ -	$ 6

EAD: Banlin Self Perform Work	15%	$
: Banlin Self Perform Work	10%	$
EAD: Subcontractors	15%	$
: Subcontractors	10%	$
	2.0%	$
ools	5.0%	$
otal:		$ 7
X	0.471%	$
NCE	0.5%	$
	2.0%	$
TAL		$ 7

Included on Progress Payment Sheet

. FOR CHANGE ORDER $ 7,7

Great Floors
COMMERCIAL SALES

7220 W. OKANOGAN PL. KENNEWICK, WA
PHONE: 509-491-5100

CHANGE ORDER

No. 2

TO: BANLIN CONSTRUCTION

320 W. COLUMBIA DR.

KENNEWICK, WA 99336

Contractor Phone:	509-537-6090	**Date:**	December 20, 2019
Job Name - Location			
BENTON COUNTY RESTROOM TI			
Great Floors Job#	A28500	**Job Phone:**	
G.C. Existing Contract Number - Job#		**Date of Existing Contract**	

WE AGREE hereby to make the change(s) specified below:

SWITCH TO LATICRETE SPECTRALOCK EPOXY GROUT FOR WALLS	$ 3,515.00
SWITCH TO LATICRETE SPECTRALOCK EPOXY GROUT FOR FLOORS	$ 2,500.00
WE AGREE hereby to make the change(s) specified above at this price: ----------> ADD / DEDUCT	$ 6,015.00

ACCEPTED - **Date:** _____ **Signature:** _____

The above prices and specifications of this Change Order are satisfactory and herby accepted. All work to be performed under the same terms and conditions as specified in the original contract, unless otherwise stipulated.

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: January 28, 2020	Execute Agreement	X	**Consent Agenda**	
Subject: Justice Center Plumbing and Water Intrusion project Change Order #4	Pass Resolution	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	X
	Pass Motion		**2nd Discussion**	
Prepared by: RB	Other		**Other**	
Reviewed by:				

BACKGROUND INFORMATION

On June 4th, 2019 the Board of County Commissioners approved Resolution 2019-470 and executed a contract with Banlin Construction, LLC for the Justice Center Plumbing and Water Intrusion project in the amount of $2,469,154.90 plus WSST. The Board has previously approved three change orders to the contract for a combined total of $258,644.96 plus WSST and added 44 days to the contact.

Additional unforeseen items have arisen that require changes in the work in order to complete the project.

Five modifications are included in Change Order #4.

The first change modifies the boiler shut off switch and adds duplex receptacles in the upper chases for the water management system. Total cost is $7,652.10 plus WSST.

The second change consists of having the jail floor scanned for rebar before drilling the holes for the new piping. The total cost is $3,488.54 plus WSST.

The third change upsizes the hot and cold supply lines for K-Pod. The total cost is $1,535.15 plus WSST.

The fourth change will provide connections to the trap primers from the new plumbing in the first level chases. The total cost is $4,628.41 plus WSST.

The fifth change removes a section of the CMU wall to the common chase between pod G and H. The plumbing in the chase will be replaced and the wall restored. The total cost is $5,133.72 plus WSST and adds 9 days to the contract.

All these changes are combined into Change Order No. 4 with a total cost of $22,437.92 plus WSST and an increase of the contract time by 9 days.

SUMMARY

Change Order No.4 has been prepared for the Justice Center Plumbing and Water Intrusion project.

RECOMMENDATION

Approve the Chairman to sign Change Order No. 4.

FISCAL IMPACT

The total contract amount will increase $22,437.92 plus WSST for a new contract amount not to exceed $2,750,237.78 plus WSST.

MOTION

Approve the Chairman to sign Change Order No. 4 with Banlin Construction LLC for the Justice Center Plumbing and Water Intrusion project.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 4 WITH BANLIN CONSTRUCTION, LLC FOR THE JUSTICE CENTER PLUMBING AND WATER INTRUSION PROJECT

WHEREAS, on June 4th, 2019 the Board of County Commissioners approved Resolution 2019-470 and executed a contract with Banlin Construction, LLC for the Justice Center Plumbing and Water Intrusion project in the amount of $2,469,154.90 plus WSST; and

WHEREAS, the Board has previously approved three change orders to the contract for a combined total of $258,644.96 plus WSST and added 44 days to the contact; 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. 4 in the amount of $22,437.92 plus WSST and adds 9 additional days to the contract; 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 Change Order No. 4 be approved; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order No. 4 with Banlin Construction, LLC for the Justice Center Plumbing and Water Intrusion project and authorizes the Chairman of the Board to sign Change Order No. 4, attached hereto, to the contract executed by Resolution 2019-470; and

BE IT FURTHER RESOLVED, the contract time will increase 9 days for a total of 391 calendar days; and

BE IT FURTHER RESOLVED, the total contract amount will increase $22,437.92 plus WSST, to be paid to Banlin Construction, LLC for a new contract amount not to exceed $2,750,237.78 plus WSST.

Dated this 28th 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 R. Blain
c: Auditor

Change Order

Contract No. 19-09

Project: Benton County Corrections – MEP Upgrades
DLR Group Project Number: 73-18114-00

Change Order No.: 04

The Contract is changed as follows:

COP 015R1: PR 018 – Electrical RFI Changes, $7,652.10
COP 016R1: PR 020 – GPR Requirements, $3,488.54
COP 017: PR 017 – K-Pod Water Line Sizing, $1,535.15
COP 019: PR 019 – Trap Primer Connections, $4.628.41
COP 022: COP 21 – Unforeseen Condition in G & H Chase, (+9 days) $5,133.72

COP's attached for reference

The original Contract Sum:	$	2,469,154.90
Net change by previously authorized Change Orders:	$	258,644.96
Contract Sum prior to this Change Order:	$	2,727,799.86
The Contract Sum shall be increased:	$	22,437.92
The new Contract Sum including this Change Order:	$	2,750,237.78

The Contract Time shall be changed: 9 days

Note: The amounts shown above do not include state sales tax. Tax will be added to the invoice when submitted to the Owner.

Contractor:
Banlin Construction
320 W. Columbia Drive
Kennewick, WA 99336

Justin Griffeth, PM
(Print name and title)

Date: 01/06/2020

Architect:
DLR Group
51 University, Suite 600
Seattle, WA 98101

Steve Reigh, Engineer
Print name and title

Date: 1/2/2020

Owner:
Benton County Public Works
620 Market Street
PO Box 1001
Prosser, WA 99350

Print Name and Title

Date:

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
73-18114-00 Benton County Corrections-MEP Upgrades

CONTRACT INFORMATION:
Contract For: General Construction

Date: July 26, 2019

Architect's Project Number: 73-18114-00
Proposal Request Number: 018

Proposal Request Date: November 21, 2019

OWNER: *(name and address)*
Benton County Public Works

620 Market Street
P.O. Box 1001
Prosser, WA 99350

ARCHITECT: *(name and address)*
DLR Group, inc. (a Washington corporation)
51 University Street, Suite 600
Seattle, WA 98101

CONTRACTOR: *(name and address)*
Banlin Construction
320 W. Columbia Dr.
Kennewick, WA 99336

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)
PR-018: Electrical RFI Changes

Provide a proposal for the following revisions:
-Emergency power off boiler switch to be STI model #SS-2201PO instead of the model indicated on drawings.
-Provide (1) additional duplex receptacle in each cell chase at mezzanine level. Duplex to be circuited to same branch circuit as Level 2 chase duplex.

E1.2B - ELECTRICAL 2ND FLOOR PLAN - AREA B
Revise drawing to provide additional duplex in each cell chase as indicated
Add key note 7 as indicated

E2.1 - ENLARGED PLANS
Revise model number in key note 3 as indicated

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Erica Loynd, Principal
PRINTED NAME AND TITLE

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User Notes: (3B9ADA41)

BANLIN Construction

15

CHANGE PROPOSAL (CP) NO: 15 Rev 1

TO: DLR Group
51 University St, Suite 600
Seattle, WA 98101

ATTN: Steve Reigh

PROJECT NAME: Benton County Justice Center Plumbing and Water Intrusion

CONTRACT #:

PROJECT NO:

DATE: 12/20/2019

VIA: Email

FROM: Justin Griffeth

CP DESCRIPTION

Per PR 18 we are to provide a proposal for the following revisions:
-Emergency power off boiler switch to be STI model #SS-2201PO instead of the model indicated on drawings.
-Provide (1) additional duplex receptacle in each cell chase at mezzanine level. Duplex to be circuited to same branch circuit as Level 2 chase
duplex.
E1.2B - ELECTRICAL 2ND FLOOR PLAN - AREA B
Revise drawing to provide additional duplex in each cell chase as indicated
Add key note 7 as indicated
E2.1 - ENLARGED PLANS
Revise model number in key note 3 as indicated

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	15 Rev 1
The total additional cost for this COP	$7,652.10
The total credit for this COP	$0.00
COP Grand Total	$7,652.10
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

Justin Griffeth — 12/20/2019

SUBMITTED BY: Justin Griffeth; Project Manager — DATE

APPROVED BY: Steve Reigh, DLR Group — 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 #: **15 Rev 1** **DATE:** **12/20/2019**

Project: Benton County Justice Center Plumbing and Water Intrusion
Job No: 2019-10
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	$ 76.00	$ -				$ -
	Project Manager	0	Hrs.	$ 85.00	$ -				$ -
	Superintendent	1	Hrs.	$ 65.00	$ 65.00				$ 65.00
	Project Engineer/QC	0	Hrs.	$ 65.00	$ -				$ -
	Carpenter	0	Hrs.	$ 62.81	$ -				$ -
	Labors	0	Hrs.	$ 55.87	$ -				$ -
	Material	0	ls	$ -		$ -			$ -
	Equipment	0	ls	$ -				$ -	$ -
									$ -
	Subcontractors and Supplies								$ -
	Sierra - RFI 36 Upper Chase	1	LS	$ 5,619.74			$ 5,619.74		$ 5,619.74
	Sierra - Replace Boiler Shut Off Switch	1	LS	$ 259.63			$ 259.63		$ 259.63
		1	LS	$ -			$ -		$ -
				$ -			$ -		$ -
							$ -		$ -
TOTALS					**$ 65.00**	**$ -**	**$ 5,879.37**	**$ -**	**$ 5,944.37**

OVERHEAD: Banlin Self Perform Work	**15%**	$ 9.75
PROFIT: Banlin Self Perform Work	**10%**	$ 6.50
OVERHEAD: Subcontractors	**15%**	$ 881.91
PROFIT: Subcontractors	**10%**	$ 587.94
Safety	**2.0%**	$ 118.89
Small Tools	**5.0%**	$ 3.25
Sub Total:		$ 7,430.46
B&O TAX	**0.471%**	$ 35.00
INSURANCE	**0.5%**	$ 37.33
BOND	**2.0%**	$ 149.31
SUBTOTAL		**$ 7,652.10**

WSST - Included on Progress Payment Sheet

TOTAL FOR CHANGE ORDER **$ 7,652.10**

SIERRA ELECTRIC, INC.

CHANGE ORDER PROPOSAL

From: Sierra Electric, Inc.
To: Banlin Construction
Change Request No: 7
Date of Proposal: 11/5/2019
Job No. 19-249 **Job Name**: Benton County Plumbing and Water Intrusion Project
Attention: Justin Griffeth
Work To Be Done: Per RFI 036 additional receptacles located in upper chase

Labor Hours:	50.52	$ 46.05	Per Hour	$ 2,326.45
Supervision Hours:	5	$ 50.66	Per Hour	$ 253.30
Labor Burden:	64%	x Labor	$ 2,579.75	$ 1,639.43
		Total Labor Dollars		$ 4,219.17
Travel Time & Subsistance:		Hrs. x Rate		$ -
Small Tools:		x Labor	$ 4,219.17	$ -
Material & Supplies:				$ 625.36
		Supplier Quote		$ -
Tools & Equipment Rentals:				
Estimation, Manager Review & Admin. Costs:				
Additional Safety Cost:		1% of Labor		$ 42.19
Additional Mileage, Trans. Costs:				
Cleanup & handling Costs				
Warranty:				
Consumables:				
Other Misc:				
	Sales Tax On Material	@	0	$ -
	Total Estimated Direct Costs:			$ 4,886.73
	Overhead / Profit @			$ 733.01
	Subcontractor Quote			$0.00
	Subtotal:			$ 5,619.74
	Permits:			
	Bonds:			
	Total Change Order:			$ 5,619.74

This change requires time extention of 6 days. Pricing void/subject to revision after 30 days. The costs represented in this change include only those costs which can be identified at this time. No impact or delay costs are included. Should it be determined that the project is impacted at a later date by multiple changes, delays, or other causes beyond our control, we will submit these costs at that time.

Submitted by: Josh Murphy Date: 11/5/2019

Title: Project Manager

Benton County Plumbing and Water Intrusion : RFI 036 additional receptacles needed

Job Number: CO322-4

Bid Summary: Default

Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
	--- 01 Raceway, Fittings & Boxes ---							
2571	4" Square Box (1/2 & 3/4 KO's)	24	8.79	C	2.11	0.30	E	7.20
8275	3/8" 1-Hole Strap	120	13.97	C	16.76	4.00	C	4.80
	--- 01 Raceway, Fittings & Boxes Total ---				18.87			12.00
	--- 02 Wire & Cable ---							
2917	12/2 Steel MC Cable w/Green Ground Wire	480	541.87	M	260.10	35.00	M	16.80
1234705	3/8" MC BX Snap Tite Connector Round	48	61.64	C	29.59	0.12	E	5.76
	--- 02 Wire & Cable Total ---				289.69			22.56
	--- 05 Wiring Device & Covers ---							
4518	20A/125V Spec Grade GFI Dup Rcpt (5-20R)	24	10.95	E	262.80	0.35	E	8.40
4717	4" Square 1G Ind Dup Rcpt Cover	24	111.26	C	26.70	0.15	E	3.60
8261	Ground Screw with Bare Pigtail	24	812.02	M	19.49	2.00	C	0.48
	--- 05 Wiring Device & Covers Total ---				308.99			12.48
	--- 07 Misc ---							
6839	Red Wirenuts	72	73.77	M	5.31	3.50	C	2.52
8918	6X1/4" Pan Head Tapping Screw	96	2.60	C	2.50	0.01	E	0.96
	--- 07 Misc Total ---				7.81			3.48
	Job Total				625.36			50.52

SIERRA ELECTRIC, INC.

CHANGE ORDER PROPOSAL

From: Sierra Electric, Inc.
To: Banlin Construction
Change Request No: 9
Date of Proposal: 12/12/2019
Job No. 19-249 **Job Name**: Benton County Plumbing and Water Intrusion Project
Attention: Justin Griffeth
Work To Be Done: Replace interior of momemtary emergency stop buttons

Labor Hours:	1	$ 46.05	Per Hour	$	46.05
Supervision Hours:	0	$ 50.66	Per Hour	$	-
Labor Burden:	64%	x Labor	$ 46.05	$	29.26
		Total Labor Dollars		$	75.31
Travel Time & Subsistance:		Hrs. x Rate		$	-
Small Tools:		x Labor	$ 75.31	$	-
Material & Supplies:					
		Supplier Quote		$	150.45
Tools & Equipment Rentals:					
Estimation, Manager Review & Admin. Costs:					
Additional Safety Cost:		1% of Labor			
Additional Mileage, Trans. Costs:					
Cleanup & handling Costs					
Warranty:					
Consumables:					
Other Misc:					
	Sales Tax On Material	@	0	$	-
	Total Estimated Direct Costs:			$	225.76
	Overhead / Profit @			$	33.86
	Subcontractor Quote				$0.00
	Subtotal:			$	259.63
	Permits:				
	Bonds:				
	Total Change Order:			$	259.63

This change requires time extention of **4** days. Pricing void/subject to revision after 30 days. The costs represented in this change include only those costs which can be identified at this time. No impact or delay costs are included. Should it be determined that the project is impacted at a later date by multiple changes, delays, or other causes beyond our control, we will submit these costs at that time.

Submitted by: Josh Murphy Date: 12/12/2019

Title: Project Manager

ORIGINAL

COLUMBIA ELECTRIC SUPPLY
1913 WEST "A" ST.
PASCO, WA 99301
T:509 547-9733 F:509 547-5386

INVOICE NO.	INVOICE DATE
5858-442078	11/11/19

PLEASE SHOW INVOICE NO. AND REMIT TO:
PO Box 398855
San Francisco, CA 94139-8855

T:360 735-7875 F:360 906-5609

SOLD TO: ***US-MAIL***
SIERRA ELECTRIC
P.O. BOX 2345
PASCO, WA 99302

SHIP TO: SIERRA ELECTRIC
1913 WEST "A" ST.
PASCO, WA 99301

COPY

ACCOUNT NO. 41-77368	JOB NAME AND ADDRESS		CUSTOMER ORDER I
SIERRA ELECTRIC	O\B SCOTT CASAS		19-249
SALESPERSON	**SHIPPING INFORMATION**	**SHIP VIA**	**SHIP DATE**
5172 CTR	PREPAID	WILL CALL	11/08/19

	QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QUANTITY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
T	3 AB	800FP-MT44	PLS EMER STP TWIST PB		3	29.05	E		87.15	
T	3 AB	800F-ALP	PLASTIC LATCH		3	3.80	E		11.40	
T	6 AB	800F-X01	CONTACT BLOCK NC		6	8.65	E		51.90	

TITLE AND RISK OF LOSS OR DAMAGE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART.
A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.
B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.
C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE	150.45
SALES TAX	.00
SHIPPING CHARGE	.00
TOTAL DUE	150.45

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
73-18114-00 Benton County Corrections-MEP Upgrades

CONTRACT INFORMATION:
Contract For: General Construction

Date: July 26, 2019

Architect's Project Number: 73-18114-00
Proposal Request Number: 020

Proposal Request Date: November 21, 2019

OWNER: *(name and address)*
Benton County Public Works

620 Market Street
P.O. Box 1001
Prosser, WA 99350

ARCHITECT: *(name and address)*
DLR Group, inc. (a Washington corporation)
51 University Street, Suite 600
Seattle, WA 98101

CONTRACTOR: *(name and address)*
Banlin Construction
320 W. Columbia Dr.
Kennewick, WA 99336

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)
PR-020 - GPR Requirements

Provide a proposal for the GPR Scope added via RFI 24 and 34.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Erica Loynd, Principal
PRINTED NAME AND TITLE

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User Notes: (3B9ADA4B)

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 016

TO: DLR Group
51 University St, Suite 600
Seattle, WA 98101

ATTN: Steve Reigh

PROJECT NAME: Benton County Justice Center Plumbing and Water Intrusion

CONTRACT #:

PROJECT NO:

DATE: 12/3/2019

VIA: Email

FROM: Justin Griffeth

CP DESCRIPTION

Per detail 14/A10.1, it states to cut existing drain hole for new larger size drain. Grout new drain as indicated to allow seamless floor system to be installed. Per RFI 24, we are required to preform a ground penetrating radar scan around the existing floor drains prior to the demo of these drains to determine location of reinforcement before coring. The below cost captures this added scope of work. Per email on 11-13-19, only the base proposal scan is required and no 3d cad modeling is needed.

Please note that due to the urgency of this scanning, we will be bringing in a sub tier that is not been currently badged and will require supervision while on site. We have accounted for 18 hours for this activity. 5 hrs. for phase 2 and 12 hrs. for phase 3.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	016
The total additional cost for this COP	$3,488.54
The total credit for this COP	$0.00
COP Grand Total	$3,488.54
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

SUBMITTED BY: Justin Griffeth; Project Manager — DATE

APPROVED BY: Steve Reigh, DLR Group — 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 #: 16 **DATE:** 12/3/2019

Project: Benton County Justice Center Plumbing and Water Intrusion
Job No: 2019-10
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	$ 76.00	$ -				$ -
	Project Manager	0	Hrs.	$ 85.00	$ -				$ -
	Superintendent - to supervise sub tier with out a badging	14	Hrs.	$ 65.00	$ 910.00				$ 910.00
	Project Engineer/QC	0	Hrs.	$ 65.00	$ -				$ -
	Carpenter	0	Hrs.	$ 62.81	$ -				$ -
	Labors	0	Hrs.	$ 55.87	$ -				$ -
	Material	0	ls	$ -		$ -			$ -
	Equipment	0	ls	$ -				$ -	$ -
									$ -
	Subcontractors and Supplies								$ -
	Geophysical Survey LLc	1	LS	$ 1,800.00			$ 1,800.00		$ 1,800.00
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
				$ -			$ -		$ -
							$ -		$ -
TOTALS					**$ 910.00**	**$ -**	**$ 1,800.00**	**$ -**	**$ 2,710.00**

OVERHEAD: Banlin Self Perform Work	**15%**	$ 136.50
PROFIT: Banlin Self Perform Work	**10%**	$ 91.00
OVERHEAD: Subcontractors	**15%**	$ 270.00
PROFIT: Subcontractors	**10%**	$ 180.00
Safety	**2.0%**	$ 54.20
Small Tools	**5.0%**	$ 45.50
Sub Total:		$ 3,387.50
B&O TAX	**0.471%**	$ 15.96
INSURANCE	**0.5%**	$ 17.02
BOND	**2.0%**	$ 68.07
SUBTOTAL		**$ 3,488.54**

WSST - Included on Progress Payment Sheet
TOTAL FOR CHANGE ORDER **$ 3,488.54**

Geophysical Survey LLC
711 S Tacoma Street
Kennewick, WA 99336

November 11, 2019

Justin Griffeth
Banlin Construction
320 W Columbia Drive
Kennewick, WA 993336

Re: Justice Center Concrete Scanning

Mr. Griffeth,

Geophysical Survey LLC is pleased to offer this proposal for concrete scanning at Benton County Justice Center in Kennewick, Washington. The objective is to detect and delineate reinforcement in a 6 to 8 inch thick concrete floor. Thirty one locations will be scanned.

TECHNICAL APPROACH

Ground Penetrating Radar Survey

A ground penetrating radar survey (GPR) will be conducted using GSSI SIR3000 control unit with a 2.0 GHz antenna. The 2.0 GHz antenna has a depth of investigation of 10 inches. Reinforcement will be marked on the floor with a grease pencil or masking tape.

Optional 3D data collection and processing includes a 2 x 3 foot grid of GPR data collected in two orthogonal directions at each core location. GPR data will be processed using Radan v7. Data processing modes to include migration, deconvolution and background removal. Reinforcement will be digitized from GPR data and output to CAD. A scan report showing reinforcement at each location will be presented in PDF format.

COST PROPOSAL

The cost of the floor scan is $1800. The cost includes GPR Technician, equipment, mobilization and de-mobilization. The 3D option with scan report and figures costs $3100.

Sincerely,

Geophysical Survey LLC

Mark J. Villa, L.G.

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
73-18114-00 Benton County Corrections-MEP Upgrades

CONTRACT INFORMATION:
Contract For: General Construction

Date: July 26, 2019

Architect's Project Number: 73-18114-00
Proposal Request Number: 017

Proposal Request Date: November 22, 2019

OWNER: *(name and address)*
Benton County Public Works

620 Market Street
P.O. Box 1001
Prosser, WA 99350

ARCHITECT: *(name and address)*
DLR Group, inc. (a Washington corporation)
51 University Street, Suite 600
Seattle, WA 98101

CONTRACTOR: *(name and address)*
Banlin Construction
320 W. Columbia Dr.
Kennewick, WA 99336

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)
PR-017. K-Pod Water Line Sizing

Provide a proposal for the upsizing of the main lines serving K-Pod to 1" HW and 1-1/2" CW.

See attached P2.3.

P2.3 ENLARGED PLANS
- **Adjustment of line sizing of pipes serving main and toilets.**

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Erica Loynd, Principal
PRINTED NAME AND TITLE

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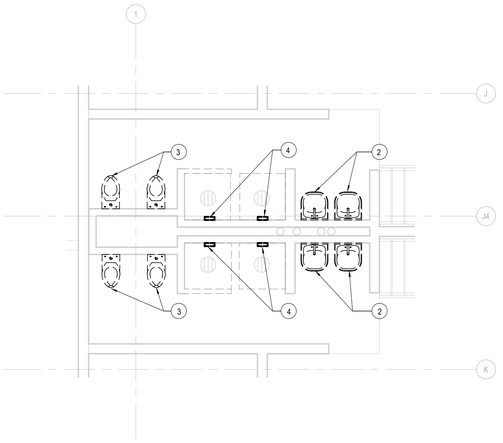
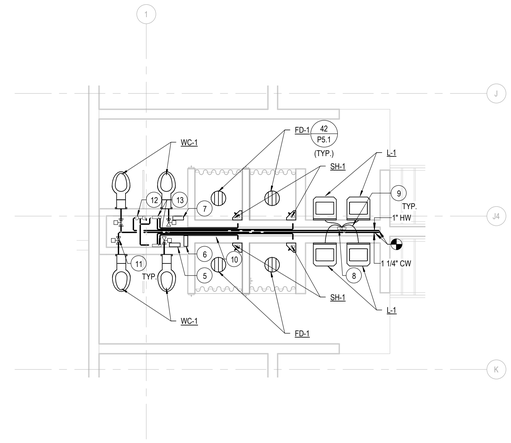
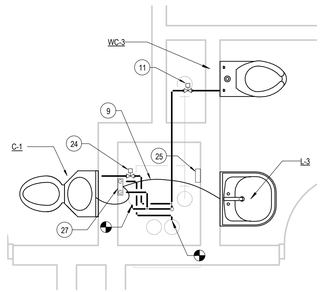
User Notes: (3B9ADA50)



1 P2.3 BATHROOM G & H - PLUMBING DEMOLITION PLAN
SCALE: 1/4" = 1'-0"



2 P2.3 BATHROOM G & H - PLUMBING PLAN
SCALE: 1/4" = 1'-0"



3 P2.3 CORNER CHASE 1 - PLUMBING LAN
SCALE: 1/2" = 1'-0"

4 P2.3 BATHROOM K - PLUMBING DEMOLITION PLAN
SCALE: 1/4" = 1'-0"

5 P2.3 BATHROOM K - PLUMBING PLAN
SCALE: 1/4" = 1'-0"

5A P2.3 BATHROOM K - SECTION
SCALE: 1/4" = 1'-0"

6 P2.3 CORNER CHASE 2 - PLUMBING PLAN
SCALE: 1/2" = 1'-0"

7 P2.3 PLUMBING DEMO - 2ND FLOOR PLAN - POD T
SCALE: 1/4" = 1'-0"

8 P2.3 PLUMBING 2ND FLOOR PLAN - AREA B - Callout 1
SCALE: 1/4" = 1'-0"

9 P2.3 DOUBLE CHASE - PLUMBING PLAN
SCALE: 1/2" = 1'-0"

LEGEND NOTES

KEY NOTES

1 REMOVE EXISTING WALL MOUNTED URINAL. REMOVE PIPES FAR ENOUGH BACK TO PROVIDE FOR CONNECTION OF NEW WMS CONTROL VALVE.
2 REMOVE EXISTING WALL MOUNTED LAVATORY. REMOVE PIPES FAR ENOUGH BACK TO PROVIDE FOR CONNECTION OF NEW WMS CONTROL VALVE.
3 REMOVE EXISTING WALL MOUNTED WATER CLOSET. REMOVE PIPES FAR ENOUGH BACK TO PROVIDE FOR CONNECTION OF NEW WMS CONTROL VALVE.
4 REMOVE EXISTING SHOWER FIXTURE. REMOVE PIPES BELOW SHOWER BACK TO MIXING VALVE IN ADJACENT CHASE TO ALLOW FOR INSTALLATION OF NEW WMS VALVE.
5 I-CON NEXUS 8 PORT CONTROLLER, TO CONTROL FOUR WATER CLOSETS AND TWO SHOWERS.
6 I-CON NEXUS 8 PORT CONTROLLER, TO CONTROL TWO SHOWERS AND TWO LAVS.
7 I-CON NEXUS 8 PORT CONTROLLER, TO CONTROL TWO LAVS.
8 I-CON VLV-LAV-4830 TO SERVE FOUR LAVATORIES. ROUTE I-CON FLEX TUBE TO LAVS INDIVIDUALLY FROM VLV-LAV-4830.
9 I-CON FLEX TUBE HOME RUN TO LAVATORY.
10 STACKED IN CHASE, 1-1/4" CW MAIN TO SERVE FOUR WATER CLOSETS, 1" HW TO ASSE 1069 POINT OF USE MIXING VALVE, AND INDIVIDUAL HW LINE TO EACH OF FOUR SHOWERS (SH-1) FROM I-CON VLV-SHW-561X
11 I-CON VLV-FVL-3801 FLUSH VALVE TO FLUSH WATER CLOSET.
12 ASSE 1069 POINT OF USE MIXING VALVE.
13 TWO I-CON VLV-SHW-561X 2 SHOWER VALVES FOR SHOWERS. TO SERVE 4 SHOWERS, 1/2" HW TO SERVE SHOWERS INDIVIDUALLY FROM EACH I-CON VLV-SHW-561X.
14 I-CON VLV-LAV-4830 TO SERVE ONE LAVATORIES. ROUTE I-CON FLEX TUBE TO LAV INDIVIDUALLY FROM VLV-LAV-4830.
15 I-CON NEXUS 8 PORT CONTROLLER, TO CONTROL TWO WATER CLOSETS, ONE LAV, AND ONE SHOWER.
16 ONE I-CON VLV-SHW-561X 1 SHOWER VALVE. 1/2" HW TO SERVE SHOWER FROM I-CON VLV-SHW-561X.
17 TWO I-CON VLV-SHW-561X 2 SHOWER VALVES, STACKED, FOR SHOWERS. TO SERVE 4 SHOWERS. 1/2" HW TO SERVE SHOWERS INDIVIDUALLY FROM EACH I-CON VLV-SHW-561X.
18 I-CON VLV-LAV-4830 TO SERVE THREE LAVATORIES. ROUTE I-CON FLEX TUBE TO LAV INDIVIDUALLY FROM VLV-LAV-4830.
19 I-CON NEXUS 8 PORT CONTROLLER, TO CONTROL TWO WATER CLOSETS, THREE SHOWERS
20 I-CON NEXUS 8 PORT CONTROLLER, TO CONTROL THREE LAVS
21 HW/CW BELOW SLAB
22 W/V BELOW SLAB
23 I-CON NEXUS 8 PORT CONTROLLER THIS LEVEL, AND MEZZANINE ABOVE, TON CONTROL BOTH COMBI UNITS THIS CHASE. MOUNT ABOVE WALL CAVITY FOR COMBI UNIT.
24 I-CON VLV-FVL-3801 FLUSH VALVE TO FLUSH WATER CLOSET PORTION OF COMBI UNIT. TYP. 2 THIS LEVEL. TYP. 2 MEZZANINE LEVEL.
25 I-CON NEXUS 8 PORT CONTROLLER THIS LEVEL, AND MEZZANINE ABOVE, TON CONTRO COMBI UNIT, LAVATORY AND WATER CLOSET.. MOUNT ABOVE WALL CAVITY FOR LAVATORY.
26 I-CON NEXUS 4 PORT CONTROLLER THIS LEVEL, AND MEZZANINE ABOVE, TON CONTROL COMBI UNITS THIS CHASE
27 I-CON VLV-LAV-4830. ROUTE I-CON FLEX TUBE TO LAV INDIVIDUALLY FROM VLV-LAV-4830.
28 CONTRACTOR SHALL RE-USE EXISTING FLOOR PENETRATION. CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF PENETRATION AND ROUTE HW PIPE THROUGH EXISTING PENETRATION.

PHASING NOTES

1. REMOVE BOILER IN SUMMER.
2. INSTALL WATER HEATERS IN SAME LOCATION AS EXISTING BOILERS.
3. INSTALL PARALLEL NEW HWC LINES SHOWN ON PLUMBING PLANS. FOLLOW HOUSING PHASING PLANS.
4. INSTALL POINTS OF CONNECTIONS BETWEEN NEW WATER HEATERS AND (E) HW CONNECTIONS.
5. SWITCH OVER SHALL BE MADE OVERNIGHT. NEW HWC SHALL BE CONNECTED TO NEW DOMESTIC HW SYSTEM.
6. INSTALLATION OF NEW BOILERS.
7. CONNECT NEW HEATING WATER SYSTEM TO (E) HWS/HWR IN SUMMER, AT POINTS OF CONNECTIONS SHOWN ON PLANS, BEFORE HEATING SEASON.

KEY PLAN

BID SET

7320 W Quinault Ave
Kennewick, WA 99336

ENLARGED PLANS
BENTON COUNTY JUSTICE CENTER
PLUMBING AND WATER INTRUSION PROJECT

P2.3
73-18114-00
September 21, 2018
Revisions
PROT 11/2/19

DLR Group
Architecture Engineering Planning Interiors

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C:\Revit\73-18114-00_Benton_MEP_2018_Central_sreight@dlrgroup.com.rvt
11/22/2019 3:19:20 PM

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 017

TO: DLR Group
51 University St, Suite 600
Seattle, WA 98101

ATTN: Steve Reigh

PROJECT NAME: Benton County Justice Center Plumbing and Water Intrusion

CONTRACT #:

PROJECT NO:

DATE: 12/17/2019

VIA: Email

FROM: Justin Griffeth

CP DESCRIPTION

Per PR 17, we are to upsize the main water lines serving Pod K to a 1" HW and 1-1/2" CW and adjustment of line size of pipes serving main and toilets.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	017
The total additional cost for this COP	$1,535.15
The total credit for this COP	$0.00
COP Grand Total	$1,535.15
This Change Proposal is good through:	
The schedule effect of this change is:	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

Justin Griffeth — 12/17/2019

SUBMITTED BY: Justin Griffeth; Project Manager — DATE

APPROVED BY: Steve Reigh, DLR Group — 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 #: **17** **DATE:** **12/17/2019**

Project: Benton County Justice Center Plumbing and Water Intrusion
Job No: 2019-10
Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER

Description

Schedule Effect: **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	$ 76.00	$ -				$ -
	Project Manager	2	Hrs.	$ 85.00	$ 170.00				$ 170.00
	Superintendent	0	Hrs.	$ 65.00	$ -				$ -
	Project Engineer/QC	0	Hrs.	$ 65.00	$ -				$ -
	Carpenter	0	Hrs.	$ 62.81	$ -				$ -
	Labors	0	Hrs.	$ 55.87	$ -				$ -
	Material	0	ls	$ -		$ -			$ -
	Equipment	0	ls	$ -				$ -	$ -
									$ -
	Subcontractors and Supplies								$ -
	BnB	1	LS	$ 1,022.55			$ 1,022.55		$ 1,022.55
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
				$ -			$ -		$ -
							$ -		$ -
TOTALS					**$ 170.00**	**$ -**	**$ 1,022.55**	**$ -**	**$ 1,192.55**

OVERHEAD: Banlin Self Perform Work	**15%**	$ 25.50
PROFIT: Banlin Self Perform Work	**10%**	$ 17.00
OVERHEAD: Subcontractors	**15%**	$ 153.38
PROFIT: Subcontractors	**10%**	$ 102.26
Safety	**2.0%**	$ 23.85
Small Tools	**5.0%**	$ 8.50
Sub Total:		$ 1,490.69
B&O TAX	**0.471%**	$ 7.02
INSURANCE	**0.5%**	$ 7.49
BOND	**2.0%**	$ 29.95
SUBTOTAL		**$ 1,535.15**

WSST - Included on Progress Payment Sheet

TOTAL FOR CHANGE ORDER **$ 1,535.15**

BnB MECHANICAL LLC
PLUMBING & PIPING

Change Order Request

TO: Banlin Construction

DATE: 12/6/19

RE: PR 017

Job # B-122

ATTN: Justin Griffeth

C.O.R. 012

Description Of Work:

Upsize the main line in K Pod

Labor

Description	Hrs.	Rate	TOTAL
New Labor	10	$91.37	$913.70
Old Labor	-5	$91.37	-$456.85
			$0.00
Total Labor			**$456.85**

Equipment / Material

Description	Material/Equipment		TOTAL
New Material			$514.32
Old Material			-$82.00
			$0.00
			$0.00
Total Material			**$432.32**

Subcontractors

Description	Material/Equipment		TOTAL
Excavation			$0.00
travel			$0.00
Total Material			**$0.00**

Total Labor & Material	**$889.17**
Total Subcontractors	**$0.00**
Overhead/Profit BnB @ 15%	$133.38
TOTAL COST:	**$1,022.55**

SUBMITTED BY:

Mack T. Bland IV

Mack T. Bland IV
BnB Mechanical, LLC

12/6/2019

Date

APPROVED BY:

DATE

Mack Bland

From: Tim Woolley <tim.woolley@consolidatedsupply.com>
Sent: Thursday, December 5, 2019 10:08 AM
To: Jason Bland
Cc: Mack Bland
Subject: Bid S009558506 PO# CHANGE ORDER

And the second!

Tim Woolley | Estimator
621 North Kellogg, Kennewick, WA 99336
O: 509.783.9340 | F: 509.783.0521
CONSOLIDATED SUPPLY CO.
PLUMBING • WATER WORKS • HYDRONICS
Women Business Enterprise, WBE181431

Material Added

Quotation

CONSOLIDATED SUPPLY CO - KENNEWICK
621 NORTH KELLOGG ST.
KENNEWICK, WA 99336
509-783-9340 Fax 509-783-0521

Order Date	Order Number
12/05/2019	S009558506

ORDER TO:
CONSOLIDATED SUPPLY CO - KENNEWICK
621 NORTH KELLOGG ST.
KENNEWICK, WA 99336
Phone: 509-783-9340

QUOTE TO:
BNB MECHANICAL LLC
918 W CANAL DR SUITE B
KENNEWICK, WA 99336

SHIP TO:
BNB MECHANICAL JUSTICE CENTER PLBG
7122 W OKANOGAN PL
KENNEWICK, WA 99336

Customer Number	Customer Order Number	Release Number	Salesperson	
278628	CHANGE ORDER		Shan Tasci - Kennewick	
Writer	**Ship Via**	**Terms**	**Expr Date**	**Freight Allowed**
Tim Woolley - Kennewick		NET 25TH SVC	01/04/2020	No

Description	Order Qty	Unit Price	Ext Price
PROPRESS XLC 22293 2-1/2"X2-1/2"X1" CXCXC TEE	1ea	151.448/ea	151.45
LL RED-WHITE 5020AB 1" 600 LB PRESS FULL PORT BALL VALVE	1ea	23.848/ea	23.85
PROPRESS 77027 90 CXC 1" ELBOW	2ea	5.647/ea	11.29
PROPRESS 77717 C 3/4" CAP	1ea	5.754/ea	5.75
1-1/2"X20' L HARD COPPER TUBE	20ft	4.162/ft	83.24
1"X10' L HARD COPPER TUBE	10ft	2.379/FT	23.79
PROPRESS 77037 90 CXC 1-1/2" ELBOW	2ea	21.540/ea	43.08

PROPRESS 15448 1-1/2"X1-1/2"X1/2" CXCXC TEE	2ea	30.541/ea	61.08
PROPRESS 15458 1-1/2"X1"X1" CXCXC TEE ** This is a special order item **	2ea	42.888/ea	85.78
PROPRESS 77462 1-1/2"X1-1/2"X3/4" CXCXC TEE	1ea	25.005/ea	25.01

Shipping Instructions:
!NOBO

Subtotal	**514.32**
Tax	*****
Freight	**0.00**
Handling	**0.00**
Total	**514.32**

Thank you for requesting a quotation from **Consolidated Supply Co. ("Consolidated")** for certain materials you need for the project identified in the attached or enclosed quotation document (the "Project"). The enclosed quotation to you is made subject to the following terms and conditions:

1.You must carefully review the quotation to confirm that it meets your requirements before using it for a bid. Unless you have provided Consolidated with a detailed bill of materials and specifications with your requirements (with any applicable addendums), this quotation is only a good-faith estimate and does not constitute an offer which can be accepted or relied on in any manner. Building plans alone do not constitute a detailed bill of materials or specifications, particularly if more than one supplier or subcontractor may be involved in supplying plumbing and/or waterworks materials. Unless the quotation is based on your detailed bill of materials and specifications, you agree that all risk of loss arising from the use of this quotation for bidding purposes-including any loss relating to errors in scope, quantity, price, time, and place of delivery-is on you. All quotations are conditioned upon availability of labor and materials at the time an order actually is placed. You are responsible to specify and select appropriate materials for your intended use. CSCO provides no design, engineering, or other professional services and cannot recommend or warrant goods to be fit for your particular purposes.

2.If you place an order with Consolidated for work or materials for the Project, the resulting contract will be subject to Consolidated's General Terms and Conditions of Sale. If credit is provided by Consolidated, then that credit is provided on Consolidated's general credit terms and conditions. Thes e terms and conditions are available to you upon request and can be viewed on our website at www.consolidatedsupply.com.

3.Delivery under this quotation is FOB Consolidated's OR manufacturer's facility. If the quotation includes delivery to a jobsite, Consolidated may use a method and carrier of Consolidated's choice, unless otherwise stated in the quotation, and Consolidated assumes that the location is legally and physically accessible to interstate freight carriers operating under ICC regulations. Unloading labor will be provided by purchaser. Additional charges may apply if these assumptions are incorrect or if multiple deliveries are required. Consolidated will make a good faith effort to meet delivery dates agreed to in writing, but cannot guaranty delivery dates for goods not in stock or for which the terms of delivery are outside our control.

4.Pricing in this quotation is based on unit amounts and is firm and valid only if the goods are ordered within 30 calendar days from the date of the quotation. Consolidated may extend quoted prices on a case-by-case basis beyond the 30-day period. Consolidated reserves the right to correct or withdraw this quotation in the case of clerical error. Any change in quantities ordered or time for delivery may result in a change of the quoted prices, including unit prices, unless otherwise agreed to by Consolidated in writing. In the case of commodity items subject to dramatic price increases from the manufacturer such as PVC pipe, plastics, iron and copper, Consolidated reserves the right to modify prices in this quotation after the date that it is issued. This quotation is not a bid or a lump-sum quote, unless specifically stated in the quotation.

Mack Bland

From: Tim Woolley <tim.woolley@consolidatedsupply.com>
Sent: Thursday, December 5, 2019 10:07 AM
To: Jason Bland
Cc: Mack Bland
Subject: Bid S009558494 PO# CHANGE ORDER

Here's the first one!

Tim Woolley | Estimator
621 North Kellogg, Kennewick, WA 99336
O: 509.783.9340 | F: 509.783.0521
CONSOLIDATED SUPPLY CO.
PLUMBING • WATER WORKS • HYDRONICS
Women Business Enterprise, WBE181431

Quotation

CONSOLIDATED SUPPLY CO - KENNEWICK
621 NORTH KELLOGG ST.
KENNEWICK, WA 99336
509-783-9340 Fax 509-783-0521

Order Date	Order Number
12/05/2019	S009558494

ORDER TO:
CONSOLIDATED SUPPLY CO - KENNEWICK
621 NORTH KELLOGG ST.
KENNEWICK, WA 99336
Phone: 509-783-9340

QUOTE TO:
BNB MECHANICAL LLC
918 W CANAL DR SUITE B
KENNEWICK, WA 99336

SHIP TO:
BNB MECHANICAL JUSTICE CENTER PLBG
7122 W OKANOGAN PL
KENNEWICK, WA 99336

Customer Number	Customer Order Number	Release Number	Salesperson	
278628	CHANGE ORDER		Shan Tasci - Kennewick	
Writer	**Ship Via**	**Terms**	**Expr Date**	**Freight Allowed**
Tim Woolley - Kennewick		NET 25TH SVC	01/04/2020	No

Description	Order Qty	Unit Price	Ext Price
PROPRESS 77432 CXCXC 1"X1"X1/2" TEE	2ea	10.002/ea	20.00
PROPRESS 77412 CXCXC 1" TEE	2ea	8.582/ea	17.16
PROPRESS 77437 CXCXC 1"X1"X3/4" TEE	1ea	9.758/EA	9.76
1"X10' L HARD COPPER TUBE	10ft	2.379/FT	23.79
PROPRESS 77027 90 CXC 1" ELBOW	2ea	5.647/ea	11.29
		Subtotal	**82.00**
Shipping Instructions: !NOBO		**Tax**	*****
		Freight	**0.00**
Thank you for requesting a quotation from **Consolidated Supply Co. ("Consolidated")** for certain		**Handling**	**0.00**

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
73-18114-00 Benton County Corrections-MEP Upgrades

CONTRACT INFORMATION:
Contract For: General Construction

Date: July 26, 2019

Architect's Project Number: 73-18114-00
Proposal Request Number: 019

Proposal Request Date: November 21, 2019

OWNER: *(name and address)*
Benton County Public Works

620 Market Street
P.O. Box 1001
Prosser, WA 99350

ARCHITECT: *(name and address)*
DLR Group, inc. (a Washington corporation)
51 University Street, Suite 600
Seattle, WA 98101

CONTRACTOR: *(name and address)*
Banlin Construction
320 W. Columbia Dr.
Kennewick, WA 99336

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)
PR-019 - Trap Primer Connections

Provide a proposal for the connection to existing trap primers in the 1st level chases within the housing pods.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Erica Loynd, Principal
PRINTED NAME AND TITLE

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User Notes: (3B9ADA49)

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 019

TO: DLR Group
51 University St, Suite 600
Seattle, WA 98101

ATTN: Steve Reigh

PROJECT NAME: Benton County Justice Center Plumbing and Water Intrusion

CONTRACT #:

PROJECT NO:

DATE: 12/17/2019

VIA: Email

FROM: Justin Griffeth

CP DESCRIPTION

Per PR 19, we are to make connection to the existing trap primers int eh 1st level chases within the housing pods. This COP captures this added scope.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	019
The total additional cost for this COP	$4,628.41
The total credit for this COP	$0.00
COP Grand Total	$4,628.41
This Change Proposal is good through:	
The schedule effect of this change is:	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

SUBMITTED BY: Justin Griffeth; Project Manager — DATE

APPROVED BY: Steve Reigh, DLR Group — 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 #: **19** **DATE:** **12/17/2019**

Project: Benton County Justice Center Plumbing and Water Intrusion
Job No: 2019-10
Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER

Description

Schedule Effect: **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	$ 76.00	$ -				$ -
	Project Manager	1	Hrs.	$ 85.00	$ 85.00				$ 85.00
	Superintendent	0	Hrs.	$ 65.00	$ -				$ -
	Project Engineer/QC	0	Hrs.	$ 65.00	$ -				$ -
	Carpenter	0	Hrs.	$ 62.81	$ -				$ -
	Labors	0	Hrs.	$ 55.87	$ -				$ -
	Material	0	ls	$ -		$ -			$ -
	Equipment	0	ls	$ -				$ -	$ -
									$ -
	Subcontractors and Supplies								$ -
	BnB	1	LS	$ 3,510.48			$ 3,510.48		$ 3,510.48
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
				$ -			$ -		$ -
							$ -		$ -
TOTALS					**$ 85.00**	**$ -**	**$ 3,510.48**	**$ -**	**$ 3,595.48**

OVERHEAD: Banlin Self Perform Work	**15%**	$ 12.75
PROFIT: Banlin Self Perform Work	**10%**	$ 8.50
OVERHEAD: Subcontractors	**15%**	$ 526.57
PROFIT: Subcontractors	**10%**	$ 351.05
Safety	**2.0%**	$ 71.91
Small Tools	**5.0%**	$ 4.25
Sub Total:		$ 4,494.35
B&O TAX	**0.471%**	$ 21.17
INSURANCE	**0.5%**	$ 22.58
BOND	**2.0%**	$ 90.31
SUBTOTAL		**$ 4,628.41**

WSST - Included on Progress Payment Sheet

TOTAL FOR CHANGE ORDER **$ 4,628.41**

BnB MECHANICAL LLC
PLUMBING & PIPING

Change Order Request

TO: Banlin Construction

DATE: 12/5/19

RE: PR 019

Job # B-122

ATTN: Justin Griffeth

C.O.R. 013

Description Of Work:

Trap Primer Piping per PR 019

Labor

Description	Hrs.	Rate	TOTAL
Straight Time Labor	30	$91.37	$2,741.10
Over Time Labor		$118.69	$0.00
Double Time Labor		$138.06	$0.00
Total Labor			**$2,741.10**

Equipment / Material

Description	Material/Equipment		TOTAL
Material See Quote			$311.49
			$0.00
			$0.00
Total Material			**$311.49**

Subcontractors

Description	Material/Equipment		TOTAL
Excavation			$0.00
travel			$0.00
Total Material			**$0.00**

Total Labor & Material	**$3,052.59**
Total Subcontractors	**$0.00**
Overhead/Profit BnB @ 15%	$457.89
TOTAL COST:	**$3,510.48**

SUBMITTED BY:

Mack T. Bland IV

Mack T. Bland IV
BnB Mechanical, LLC

12/5/2019

Date

APPROVED BY:

DATE

Mack Bland

From: Tim Woolley <tim.woolley@consolidatedsupply.com>
Sent: Thursday, December 5, 2019 10:11 AM
To: Jason Bland
Cc: Mack Bland
Subject: Bid S009558525 PO# CHANGE ORDER

Here you go!

TOP WORK PLACES 2019

Tim Woolley | Estimator
621 North Kellogg, Kennewick, WA 99336
O: 509.783.9340 | F: 509.783.0521
CONSOLIDATED SUPPLY CO.
PLUMBING • WATER WORKS • HYDRONICS
Women Business Enterprise, WBE181431

Quotation

CONSOLIDATED SUPPLY CO - KENNEWICK
621 NORTH KELLOGG ST.
KENNEWICK, WA 99336
509-783-9340 Fax 509-783-0521

Order Date	Order Number
12/05/2019	S009558525

ORDER TO:
CONSOLIDATED SUPPLY CO - KENNEWICK
621 NORTH KELLOGG ST.
KENNEWICK, WA 99336
Phone: 509-783-9340

QUOTE TO:
BNB MECHANICAL LLC
918 W CANAL DR SUITE B
KENNEWICK, WA 99336

SHIP TO:
BNB MECHANICAL JUSTICE CENTER PLBG
7122 W OKANOGAN PL
KENNEWICK, WA 99336

Customer Number	Customer Order Number	Release Number	Salesperson	
278628	CHANGE ORDER		Shan Tasci - Kennewick	
Writer	**Ship Via**	**Terms**	**Expr Date**	**Freight Allowed**
Tim Woolley - Kennewick		NET 25TH SVC	01/04/2020	No

Description	Order Qty	Unit Price	Ext Price
WIRSBO LFP4515050 PROPEX 1/2" LF BRASS COPPER PRESS ADAPTER 1/2" PEX X 1/2" COPPER	21ea	3.014/ea	63.29
WIRSBO LF4525050 1/2" PROPEX PEXXMIP MALE BRS ADAPTER	42ea	2.583/EA	108.49
1/2"X20' L HARD COPPER TUBE	20ft	1.008/ft	20.16
WIRSBO F1930500 1/2"X20' STRAIGHT AQUAPEX TUBE (BY THE FOOT)	40ft	0.328/FT	13.12

WIRSBO Q4760500 1/2" PROPEX PLS PLASTIC 90 ELBOW	84ea	1.005/EA	84.42
WIRSBO Q4690512 1/2" PROPEX RING WHT W/ BLUE WRITING & STOP 50/BG (REPLACES THE Q4690502)	168ea	0.131/ea	22.01

Shipping Instructions:
!NOBO

Subtotal	**311.49**
Tax	*****
Freight	**0.00**
Handling	**0.00**
Total	**311.49**

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2.If you place an order with Consolidated for work or materials for the Project, the resulting contract will be subject to Consolidated's General Terms and Conditions of Sale. If credit is provided by Consolidated, then that credit is provided on Consolidated's general credit terms and conditions. Thes e terms and conditions are available to you upon request and can be viewed on our website at www.consolidatedsupply.com.

3.Delivery under this quotation is FOB Consolidated's OR manufacturer's facility. If the quotation includes delivery to a jobsite, Consolidated may use a method and carrier of Consolidated's choice, unless otherwise stated in the quotation, and Consolidated assumes that the location is legally and physically accessible to interstate freight carriers operating under ICC regulations. Unloading labor will be provided by purchaser. Additional charges may apply if these assumptions are incorrect or if multiple deliveries are required. Consolidated will make a good faith effort to meet delivery dates agreed to in writing, but cannot guaranty delivery dates for goods not in stock or for which the terms of delivery are outside our control.

4.Pricing in this quotation is based on unit amounts and is firm and valid only if the goods are ordered within 30 calendar days from the date of the quotation. Consolidated may extend quoted prices on a case-by-case basis beyond the 30-day period. Consolidated reserves the right to correct or withdraw this quotation in the case of clerical error. Any change in quantities ordered or time for delivery may result in a change of the quoted prices, including unit prices, unless otherwise agreed to by Consolidated in writing. In the case of commodity items subject to dramatic price increases from the manufacturer such as PVC pipe, plastics, iron and copper, Consolidated reserves the right to modify prices in this quotation after the date that it is issued. This quotation is not a bid or a lump-sum quote, unless specifically stated in the quotation.

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 022

TO: DLR Group
51 University St, Suite 600
Seattle, WA 98101

ATTN: Steve Reigh

PROJECT NAME: Benton County Justice Center Plumbing and Water Intrusion

CONTRACT #:

PROJECT NO:

DATE: 12/30/2019

VIA: Email

FROM: Justin Griffeth

CP DESCRIPTION

Per COP 21, we were to remove a section of the CMU walls that create the chases for Pods F, G and H and then reroute the plumbing to all for the new fixtures. The placement of the required cores in one of the chases raised concerns with the structural engineer.

Per conversation with structural once we identified where our cores were needed in these chases, he requested that we square up the opening next to the duct work in the chase for G & H instead of coring a 6" hole next to the duct. He also requested that we clean up around the 2 existing pipes so that there is no potential of the remaining concrete around the pipes to fall away once we core the 6" hole between the existing pipes. The below cost captures this unforeseen condition once the chases were opened up.

Please note that we are request an additional 9 days for the work. 5 days for no access into the evidence room and 4 days for the work to take place.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	022
The total additional cost for this COP	$5,133.72
The total credit for this COP	$0.00
COP Grand Total	$5,133.72
This Change Proposal is good through:	
The schedule effect of this change is:	9 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change

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

Justin Griffeth — 12/30/2019

SUBMITTED BY: Justin Griffeth; Project Manager — DATE

APPROVED BY: Steve Reigh, DLR Group — 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 #: **22** **DATE:** **12/30/2019**

Project: Benton County Justice Center Plumbing and Water Intrusion
Job No: 2019-10
Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER

Description

Schedule Effect: 9 **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	$ 76.00	$ -				$ -
	Project Manager	2	Hrs.	$ 85.00	$ 170.00				$ 170.00
	Superintendent	0	Hrs.	$ 65.00	$ -				$ -
	Project Engineer/QC	0	Hrs.	$ 65.00	$ -				$ -
	Carpenter (2 guys 6 hrs. ea to pour back concrete once all the plumbing and duct work is reinstalled). Also pull metal sleeve out .	12	Hrs.	$ 62.81	$ 753.72				$ 753.72
	Labors	0	Hrs.	$ 55.87	$ -				$ -
	Material	0	ls	$ -		$ -			$ -
	Equipment	0	ls	$ -				$ -	$ -
									$ -
	Subcontractors and Supplies								$ -
	Total Energy	1	LS	$ 3,064.30			$ 3,064.30		$ 3,064.30
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
				$ -			$ -		$ -
							$ -		$ -
TOTALS					**$ 923.72**	**$ -**	**$ 3,064.30**	**$ -**	**$ 3,988.02**

OVERHEAD: Banlin Self Perform Work	**15%**	$ 138.56
PROFIT: Banlin Self Perform Work	**10%**	$ 92.37
OVERHEAD: Subcontractors	**15%**	$ 459.65
PROFIT: Subcontractors	**10%**	$ 306.43
Safety	**2.0%**	$ 79.76
Small Tools	**5.0%**	$ 46.19
Sub Total:		$ 4,985.03
B&O TAX	**0.471%**	$ 23.48
INSURANCE	**0.5%**	$ 25.04
BOND	**2.0%**	$ 100.17
SUBTOTAL		**$ 5,133.72**
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		**$ 5,133.72**

TOTAL ENERGY MANAGEMENT, INC.
HVAC • ELECTRICAL • CONTROLS
1975 Butler Loop
Richland, WA 99354

Total Energy Management - Pricing Summary

Project: **Benton County Justice Center**
TEM Project Number: **18454**
Description: **Duct Modification in Plumbing Chase**

GC will be removing concrete in the plumbing chase to add a drain line. Obstructions must be removed. TEM will remove existing duct in plumbing chase. Once the drain line is installed, TEM will install steel plates, new duct/flange and exisitng fire damper.

Labor Classification	Hourly Rates	Fab/Shop Reg.	Fab/Shop O.T.	Fab/Shop DT	Field Hours Reg.	Field Hours O.T.	Field Hours DT	Total Labor Cost
								$ -
Sheetmetal - Journeyman								$ -
demo	$ 82.70				6			$ 496.20
fabrication	$ 82.70	6						$ 496.20
Installation	$ 82.70				20			$ 1,654.00
	$ 82.70							$ -
	$ 82.70							$ -
								$ -
								$ -
								$ -
								$ -
								$ -
Non-Craft Personnel								$ -
Project Manager	$ 95.00	1						$ 95.00
Procurement	$ 43.00	2						$ 86.00
Clerical Administration	$ 46.70							$ -

Total labor Costs: $ 2,827.40

Material/Equipment Costs	Unit	Unit Price	Quantity	Total Cost	OH&P Rate	Total Cost w/OH&P
sheetmetal/steel plates	lot	$ 230.00	1	$ 230.00	0.00%	$ 230.00
		$ -		$ -	12.00%	$ -
		$ -		$ -	12.00%	$ -
		$ -		$ -	12.00%	$ -
		$ -		$ -	25.00%	$ -
		$ -		$ -	25.00%	$ -
		$ -		$ -	25.00%	$ -
		$ -		$ -	25.00%	$ -
		$ -		$ -	25.00%	$ -
		$ -		$ -	25.00%	$ -
		$ -		$ -	25.00%	$ -
		$ -		$ -	25.00%	$ -
		$ -		$ -	25.00%	$ -
		$ -		$ -	25.00%	$ -
		$ -		$ -	25.00%	$ -
		$ -		$ -	25.00%	$ -
MISC		$ -		$ -	25.00%	$ -
permit	ea	$ -		$ -	25.00%	$ -
truck & tool	day	$ -		$ -	25.00%	$ -
lift rental	wk	$ -		$ -	25.00%	$ -

Subcontractor Costs	Unit	Unit Price	Quantity	Total Cost	OH&P Rate	Total Cost w/OH&P
					10.00%	$ -
		$ -		$ -	10.00%	$ -
		$ -		$ -	10.00%	$ -

Total Material/Equipment Costs:	**$**	**230.00**
Consumables @ 3%:	**$**	**6.90**
Total Subcontractor Costs :	**$**	**-**
Total Labor Costs :	**$**	**2,827.40**
Total Costs:	**$**	**3,064.30**

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 1/28/2020	**Execute Contract**	_____	**Consent Agenda**	_____
Subject: Request to go to Public Hearing	**Pass Resolution**	_____	**Public Hearing**	_____
	Pass Ordinance	_____	**1st Discussion**	__X__
	Pass Motion	____	**2nd Discussion**	_____
Prepared by: Linda Ivey	**Other**	__X__	**Other**	_____
Reviewed by:				

BACKGROUND INFORMATION / SUMMARY

The Treasurer's Office and the Assessor's Office are requesting a budget adjustment for the REET Technology Fund, fund number 0129101 in the amount of $220,000.

The request includes three parts:

1. The Spatialist, a $60,000 request, is an enhancement for the Treasurer's office of the software that the Assessor's office is using to provide taxpayers with information on parcels.

2. The Harris Govern Online, a $60,000 request, is an enhancement of the software that both the Assessor's and the Treasurer's offices are using in conjunction with the assessment and tax information and collection.

3. The Eagle View, a $100,000 request, is the aerial survey of the parcels for assessment purposes.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

RECOMMENDATION

The Finance Manager recommends that the Board of Benton County Commissioners go to Public Hearing on February 25, 2020 to potentially approve the REET Technology fund request.

FISCAL IMPACT

Fiscal Impact to REET Technology Fund, fund number 0129101 - $220,000

MOTION

The Board of Benton County Commissioners hereby approve going to Public Hearing on February 25, 2020 for the potential approval of the REET Technology Request.

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	REET Technology	Fund Number:	0129101
Dept Name:		Dept Number:	

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
594.140.6430	Capital Software	220,000	220,000
	Total Adjustment	$220,000	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Fund Balance	
	Total Revenue	$220,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):

The request includes three parts: 1. The Spatialest, a $60,000 request, is an enhancement for the Treasurer's office of the software that the Assessor's office is using to provide taxpayers with information about parcels. 2.The Harris Govern Online, a $60,000 request, is an enhancement of the software that both the Assessor and the Treasurer offices are using in conjuntion with the assessment and tax information and collection. 3. The Eagle View, a $100,000 request, is the aerial survey of the parcels for assessment purposes.

Commissioners

☐ Approved for Hearing

☐ Denied

Review Notes: _____

_____

CHAIRMAN

_____

COMMISSIONER

_____

COMMISSIONER

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 1/28/2020	**Execute Contract**	_____	**Consent Agenda**	_____
Subject: Request to go to Public Hearing	**Pass Resolution**	_____	**Public Hearing**	_____
	Pass Ordinance	_____	**1st Discussion**	__X__
	Pass Motion	____	**2nd Discussion**	_____
Prepared by: Linda Ivey	**Other**	__X__	**Other**	_____
Reviewed by:				

BACKGROUND INFORMATION / SUMMARY

Benton County was awarded the Washington State Health Care Authority Grant for the purpose of medicated assisted treatment for opioid treatment networks within the Benton County Jail in the amount of $1,064,764 via Resolution 2019-110 and 2019-708.

The Grant was received after the completion of the 2019-2020 budget process.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

RECOMMENDATION

The Finance Manager recommends that the Board of Benton County Commissioners go to Public Hearing on February 25, 2020 to potentially approve the request for a budget adjustment for Current Expense, Corrections, Department 120.

FISCAL IMPACT

Fiscal Impact to Current Expense, Corrections, Department 120 is budget neutral as it is Grant funded.

MOTION

The Board of Benton County Commissioners hereby approve going to Public Hearing on February 25, 2020 for the potential approval of the request for a budget adjustment for Current Expense, Corrections, Department 120.

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Current Expense**	Fund Number:	**0000101**
Dept Name:	**Corrections**	Dept Number:	**120**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
523.620.3110	Medical Supplies (opioid treatment)	170,000	226,863
523.620.4122	Professional Services Opioid Response Treatment	894,764	1,255,066
	Total Adjustment	$1,064,764	

Revenue

BARS Number	Item Name	Amount
333.93.7884	HHS Opioid Response Grant	
	Total Revenue	$1,064,764

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Benton County was awarded the Washington State Health Care Authority Grant for the purpose of medicated assisted treatment for opioid treatment networks within the Benton County Jail in the amount of $1,064,764 via Resolutions 2019-110 and 2019-708. The Grant was not included in the budget process. The Department has been temporarily reallocating funds to cover expenditures until a supplement could be requested.

Commissioners

☐ Approved for Hearing

☐ Denied

Review Notes: _____

_____
CHAIRMAN

_____
COMMISSIONER

_____
COMMISSIONER

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 1/28/2020	**Execute Contract**	_____	**Consent Agenda**	_____
Subject: Request to go to Public Hearing	**Pass Resolution**	_____	**Public Hearing**	_____
	Pass Ordinance	_____	**1st Discussion**	__X__
	Pass Motion	____	**2nd Discussion**	_____
Prepared by: Linda Ivey	**Other**	__X__	**Other**	_____
Reviewed by:				

BACKGROUND INFORMATION / SUMMARY

Per Budget Policy (Resolution 2019-753), in order to meet operational needs, the Board of Benton County Commissioners shall maintain a minimum unassigned fund balance range of 10% - 13% of the year's (in the case of Biennium, only one year) General Fund appropriated expenditures.

Any cash carry forward that would bring the General Fund in excess of the 13%, may be transferred into the following funds:

- Park Development Fund
- Capital Projects Fund
- Fairgrounds Operating Fund
- Sustainable Development Fund

A Budget Supplement of the current year's expenditures budget is necessary to complete the cash carry forward and must be approved in a Public Hearing.

RECOMMENDATION

The Finance Manager recommends that the Board of Benton County Commissioners go to Public Hearing on February 25, 2020 to potentially approve the 2020 cash carry forward.

FISCAL IMPACT

Fiscal Impact to Current Expense - $3,600,000.

- Park Development Fund - $46,000
- Capital Projects Fund - $3,229,000
- Sustainable Development Fund - $325,000

MOTION

The Board of Benton County Commissioners hereby approve going to Public Hearing on February 25, 2020 for the potential approval of the 2020 Cash Carry Forward.

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Current Expense**	Fund Number:	**0000-101**
Dept Name:	**Non-Departmental**	Dept Number:	**115**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
597.100.0002	Sustainable Development	325,000	325,000
597.100.0006	Park Development	46,000	46,000
597.100.0017	Capital Projects Fund	3,229,000	3,229,000
	Total Adjustment	$3,600,000	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Fund Balance	
	Total Revenue	$3,600,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per the Budget Policies and Procedures (Res 2019-753), any cash carry forward that would bring the Current Expense Fund 0000-101 in excess of 13% of the 2019-2020 year's operating budget (in the case of a biennium budget only one year) may be transferred. The transfer into the Capital Projects Fund is to fund ongoing and upcoming projects that are happening around the County.

Commissioners

☐ Approved for Hearing

☐ Denied

CHAIRMAN

Review Notes: _____

COMMISSIONER

COMMISSIONER