

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

## Board of County Commissioners

Jerrod MacPherson  
County Administrator

Matt Rasmussen  
Deputy County Administrator



To view items in detail, please  
click on highlighted areas below

**AGENDA**  
**BOARD OF BENTON COUNTY COMMISSIONERS**  
**Regular Board Meeting**  
**Tuesday, February 25, 2020**  
**Benton County Courthouse, Prosser, WA**

**9:00 AM**      **Call to Order**  
**Approval of Minutes**  
    ❖ **February 11, 2020**

**Review Agenda**

**Consent Agenda**

**Auditor**

**a.** Surplus and Disposition of Personal Property

**Commissioners**

**b.** Setting Alternates for Budget Hearings, 2021-2022 Biennium Benton County Budgets

**c.** Organization of Benton County Commissioners for 2020; Rescinding Resolution 2020-003

**d.** Disbursement From the Historical Preservation Fund to WSU for the Pre-Manhattan Project

**e.** Line Item Transfer, Fund No. 0133-101, Dept. 000

**f.** Line Item Transfer, Fund No. 0305-101, Dept. 000

**g.** Line Item Transfer, Fund No. 0000-101, Dept. 110

**h.** Line Item Transfer, Fund No. 0000-101, Dept. 115 to 131

**Corrections**

**i.** Fifth Amended Contract w/Keefe Commissary Network for As Needed Inmate Commissary Services

**j.** Purchase Agreement w/San Diego Police Equipment Company for Ammunition

**k.** Salary Request Statement – Custody Officer

**l.** Salary Request Statement – Custody Officer

**m.** Salary Request Statement – Custody Officer

**n.** Line Item Transfer, Fund No. 0000-101, Dept. 120

**District Court**

**o.** Line Item Transfer, Fund No. 0000-101, Dept. 111

**Facilities**

- p. Award and Contract w/Clearwater Tech, LLC dba Roto-Rooter Service for As Needed Plumbing Services

**Fairgrounds**

- q. First Amendment to Tri-City Horse Racing Association Lease Agreement

**Human Resources**

- r. Salary Request Statement - IT Manager
- s. Line Item Transfer, Fund No. 0305-101, Dept. 000

**Human Services**

- t. Agreement w/State of WA Dept. of Children Youth and Families
- u. Agreement w/Safe Harbor Crisis Nursery for Meeting the Goals of the Five-Year Homeless Housing Plan

**Information Technology**

- v. Contract w/NexVortex, Inc. to Provide Voice Services; Rescinding Resolution 2019-732

**Parks**

- w. Line Item Transfer, Fund No. 000-101, Dept. 126

**Planning**

- x. Line Item Transfer, Fund No. 0000-101, Dept. 116
- y. Shoreline Management Program Periodic Update 2021 – Public Participation Plan

**Public Works**

- z. Accepting Work Performed by Banlin Construction for Richland Auditor's Office Decommissioning Project
- aa. Agreement w/City of Benton City to Provide Certification Acceptance Services for Benton City's 9<sup>th</sup> Street Sidewalk Project
- bb. Contract w/Rentokil North America, Inc., dba Western Exterminator Company to Provide Pest Management Services
- cc. Purchase of Herbicides From Helena Chemical Company, Wilbur-Ellis Company and Nutrien Ag Solutions
- dd. Acceptance of Construction Plans for Ridge View
- ee. Line Item Transfer, Fund No. 0000-101, Dept. 131
- ff. Line Item Transfer, Fund No. 0101-101, Dept. 500
- gg. Approving Change Order No. 4 with Banlin Construction for the Justice Center Restroom Renovation Project.

**Sheriff**

- hh. Purchase of Nine Vehicles From Columbia Ford Lincoln

**Public Comment**

**Public Hearing**

**Subdivision** Alteration of Seitz River Tracts (SA 2020-001) ~ Greg Wendt

**Vacation** of unused portion of Clodfelter Road ~ Doug D'Hondt

**6-Year** Road Program Amendment and One-Year Road Program ~ Doug D'Hondt

**Supplemental** Appropriations ~ Linda Ivey

- Budget Adjustment for Current Expense Fund No. 0000-101, Dept. 120 for \$1,064,764
- Budget Adjustment for REET Technology Fund No. 0129-101 for \$220,000
- Budget Adjustment for Current Expense Fund No. 000-101, Dept. 115 for \$3,600,000

**Scheduled Business**

**Recovery** Center Feasibility Study Update ~ K. Sullivan

**Request** for Temporary Help ~ A. Miller

**Request** for the Purchase of Five Vehicles from Columbia Ford Lincoln ~ J. Law

**Sundance** Improvement Association Water System - Request for CDBG Sponsorship ~ A. Fyall

**Change Order # 5** w/ Banlin Construction for Justice Center Plumbing and Water Intrusion Project ~ R. Blain

**Amendment** to Professional Services Contract with MMEC Architecture & Interiors of Spokane for the new Administration Building ~ R. Blain

**Other Business**

**Executive Session**

Potential Litigation ~ R. Lukson & P. Schut

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, February 11, 2020, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Adam Fyall, Sustainable Development Manager; Deputy County Administrator Matt Rasmussen; DPA Ryan Brown; Clerk Josie Delvin; Greg Wendt, Planning Manager; Commander Jon Law and Commander Steve Caughey; Katie Gillies, Sheriff's Office; Doug D'Hondt, Public Works; Captain Joshua Shelton; Robert Blain, Public Works Manager; HR Manager Lexi Wingfield; IT Manager Robert Heard; Shan MacPherson, IT; Finance Manager Linda Ivey; Ela Selga, District Court Administrator, Superior Court Judge Joe Burrowes; Tiffany Deaton, Superior Court Administrator; Commander Scott Souza; Elaine Osborne, Chief Deputy Clerk; Auditor Brenda Chilton; Treasurer Ken Spencer; Kathy Mann, Sheriff's Office; Commander Tom Croskrey.

**Approval of Minutes**

The Minutes of February 4, 2020 were approved.

**Review Agenda**

Commissioner Delvin requested an executive session to discuss potential litigation.

**Consent Agenda**

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

**Auditor**

- a. Surplus and Disposition of Personal Property

**Facilities**

- b. Terminating Contract w/Moon Security Services for Fire and Security Alarm Monitoring Services

**Juvenile**

- c. Line Item Transfer, Fund No. 0115-101, Dept. 171

- d. Line Item Transfer, Fund No. 0115-101, Dept. 172

**Office of Public Defense**

- e. Amended Superior Court Public Defense Contract w/Dennis Hanson to Increase Caseload  
f. Amended Superior Court Public Defense Contract w/R Swinburnson to Increase Caseload  
g. Amended Superior Court Public Defense Contract w/N Blount to Increase Caseload  
h. Superior Court Public Defense Contract w/Robert Moser for Conflict and Overflow Legal Services

**Planning**

- i. Final Plat of Bridlewood – SUB 2019-006

**Public Safety**

- j. Contract w/Lourdes Hospital to Provide Mental Health Services at the Jail; Rescinding Resolution 2019-181

**Public Works**

- k. Purchase of One Ford Escape From Corwin Ford for the Building Department  
l. Franchise to John Hancock Life Insurance Company to Replace Irrigation Main Line  
m. Terminating Service Agreement w/Guardian Security Systems for Alarm System Monitoring  
n. Request for Public Hearing Amending the 6-Year Road Program

**Sheriff**

- o. 2019 Federal Equitable Sharing Agreement & Certification Report  
p. Contract Modification w/Department of Energy for Law Enforcement Services

**Superior Court**

- q. Contract w/Regional Toxicology Services LLC for Urinalysis Testing

**Hanford Communities/Hanford Advisory Board Update**

Adam Fyall stated that Pam Larsen would be retiring in May and he thanked her for her service and said she was a tremendous source for all things “Hanford”.

Ms. Larsen updated the Board on Hanford Communities and briefly discussed the following:

- Issue Agenda
- Ecology Contract
- Upcoming Meetings
- Current Hanford Topics
- PILT Payments
- ECA
- Advocacy for Issues of Local Concern
- Combined Intergovernmental Working Group
- Heritage Tourism & B Reactor Preservation

Bob Suyama updated the Board on the Hanford Advisory Board and briefly discussed the following:

- Future Planning – 5-year plan
- Minimum Safe Operations

- Waste Treatment
- Risk Reduction
- Waste Disposition
- Long-Term Stewardship
- Tank Waste Cleanup, Central Plateau Cleanup, and River Corridor Cleanup

### **New Lease Agreement for Use of Matheson Pit at Fairgrounds**

Adam Fyall presented a renewal of lease agreement between Benton County and Washington Idaho Construction Teamsters for use of the Matheson Pit for truck and large vehicle training on the property.

**MOTION:** Commissioner Small moved to approve the lease agreement with Washington Idaho Construction Teamsters as presented. Commissioner Delvin seconded and upon vote, the motion carried.

### **Public Works Department Organization Chart**

Matt Rasmussen presented the updated organization chart for the Public Works Department. He said they needed to have a County Engineer in the Road Department and they currently had a duly licensed and qualified person to appoint. He said they would not fill the Public Works Administrator position, bring back the County Engineer, not fill the Assistant County Engineer and fill an open Civil Engineer position. He said the reorganization would amount to approximately \$25,000 in savings and the Road Department would continue to report directly to Mr. Rasmussen as the Deputy County Administrator.

**MOTION:** Commissioner Small moved to approve the Resolution authorizing the change to the organizational chart for the Public Works Department. Commissioner Delvin seconded and upon vote, the motion carried.

**MOTION:** Commissioner Small moved to approve the Resolution appointing Douglas D'Hondt as the County Engineer. Commissioner Delvin seconded and upon vote, the motion carried.

### **Payment Authorization to Southern Folger Detention Equipment Company for the Security System Retrofit Project**

Robert Blain presented the resolution authorizing final payment to Southern Folger Detention Equipment Company for the upgraded Jail security project. He said the contract expired and approval was needed to pay the final invoices in the amount of \$49,354.44. He said that would leave only the retainage, that would be released once they received approval from the state agencies.

**MOTION:** Commissioner Small moved to approve the Resolution authorizing payment to Southern Folger Detention Equipment Company LLC for the security retrofit project. Commissioner Delvin seconded and upon vote, the motion carried.

## **Follow-up Discussion on New Staffing Requests**

Jerrod MacPherson said he met with Lexi Wingfield, Linda Ivey and Matt Rasmussen following last week's discussion regarding the new staffing requests.

He said that HR received 12 position requests to date and if approved, these new positions would impact the budget in the amount of \$1.5 to \$2 million for the 2-year budget. Additionally, the impact to the budget to take care of current employees and COLA's would be an additional \$2 million in baseline, so the total could potentially cost \$3.5 million.

Ms. Ivey said there would be two presentations to the Board in March for Current Expense Fund and Public Safety Tax Fund.

Mr. MacPherson stated the departments would certainly be able to find money in their current budgets, but they did not yet know how it would look for the next budget.

After review, he said they recommended the following:

- Approve the following two positions they considered to be budget neutral with revenue streams as follows:
  - Elections Position – Auditor's Office
  - Procurement Position in the Commissioners' office (currently the Public Works Department was billing quite a bit of time to assist with contracts and purchasing and that billing process would stop.) This would amount to a net cost savings.
- Evaluate the other 10 positions during the 2021-2022 budget process to see what revenues were available to offset these positions.
- Clerk's Office –Legal Process Assistant III – currently split between Clerk's Collection Fund and Current Expense. They currently had a revenue decline in the Clerk's Collection Fund and could not sustain this position long-term; recommended fully funding from Current Expense and move from Collections to avoid a possible layoff, using current staff and not deplete the Collections Fund.
- Sheriff's Office – Administrative Clerk; when the split occurred, the Administrative Clerk went to Corrections. That position previously took care of payroll, vouchers, etc. for the entire department. Commander Souza was willing to allow that person to assist the Sheriff's office with those functions for the remainder of this year until they could evaluate for the new budget. Commander Souza and Commander Croskrey could look at how that would work; it would still be funded through Corrections and the Sheriff's office would be billed for whatever time was shared. The calculation would then be adjusted so the cities were not billed for the time spent assisting the Sheriff's office.

Commissioner Small said that should complete the requirements for the Sheriff's office since they would have the same team as before and should be able to handle the status quo.

Commander Law said they lost half of the administrative team and were struggling to get by. Commissioner Small said he understood that, but they also lost half of the staff they had to take

care of as well. He said he wanted to assess it with the new arrangement and see if this move would take care of their needs.

Mr. MacPherson said the change could happen immediately since the position currently existed in Corrections. Ms. Gillies asked if they could check with the union to make sure the position was not affected. Ms. Wingfield said she would work with Teamsters but since they were in the same union, she did not see it being a problem.

The Board agreed with the recommendations as presented and Ms. Wingfield said they would submit the appropriate paperwork for approval.

### **Other Business**

Commissioner Delvin said the Board received multiple letters from Dan Deckert regarding his request for Benton County to be declared as a second amendment sanctuary county. He said he spoke to him and Commissioner Delvin was willing to do a resolution if someone drafted that.

Commissioner Delvin said he wanted to send a letter of support to the Sheriff's Department employees. Mr. Fyall was requested to draft a letter for the Board's review.

Additionally, Commissioner Delvin said he testified in Olympia on the 09 bill, along with Jefferson and Clark County. He said the bill was voted out of the House and they would start working the Senate side.

The Board briefly recessed, reconvening at 10:08 a.m.

### **Executive Session – Potential/Pending Litigation**

The Board went into executive session at 10:08 a.m. with DPA Ryan Brown for 10 minutes to discuss pending and potential litigation. Also present were Jerrod MacPherson, Cami McKenzie and Matt Rasmussen. The Board came out at 10:20 a.m. No decisions were made.

### **Payroll**

Check Date: 02/05/2020

Payroll Checks

Warrant #: 242390-242441

Direct Deposit #: 150155-150756

Total all funds: \$2,424,113.96

Payroll Deductions/Transfers

Taxes #: 101200201-101200211

ACH #: 1137-1143

Total all funds: \$2,416,741.69

Payroll Deductions/Warrants  
Warrant #: 203045-203054  
Total all funds: \$131,759.27

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

**Resolutions**

- 2020-122: Surplus and Disposition of Personal Property
- 2020-123: Terminating Contract w/Moon Security Services for Fire and Security Alarm Monitoring Services
- 2020-124: Line Item Transfer, Fund No. 0115-101, Dept. 171
- 2020-125: Line Item Transfer, Fund No. 0115-101, Dept. 172
- 2020-126: Amended Superior Court Public Defense Contract w/Dennis Hanson to Increase Caseload
- 2020-127: Amended Superior Court Public Defense Contract w/R Swinburnson to Increase Caseload
- 2020-128: Amended Superior Court Public Defense Contract w/N Blount to Increase Caseload
- 2020-129: Superior Court Public Defense Contract w/Robert Moser for Conflict and Overflow Legal Services
- 2020-130: Final Plat of Bridlewood – SUB 2019-006
- 2020-131: Contract w/Lourdes Hospital to Provide Mental Health Services at the Jail
- 2020-132: Purchase of One Ford Escape From Corwin Ford for the Building Department
- 2020-133: Franchise to John Hancock Life Insurance Company to Replace Irrigation Main Line
- 2020-134: Terminating Service Agreement w/Guardian Security Systems for Alarm System Monitoring
- 2020-135: Request for Public Hearing Amending the 6-Year Road Program
- 2020-136: 2019 Federal Equitable Sharing Agreement & Certification Report
- 2020-137: Contract Modification w/Department of Energy for Law Enforcement Services
- 2020-138: Contract w/Regional Toxicology Services LLC for Urinalysis Testing
- 2020-139: Lease Agreement with WA Idaho Construction Teamsters - Matheson Pit
- 2020-140: Approving the Updated Benton County Public Works Department Organizational Chart
- 2020-140A: Appointing Douglas D'Hondt as the County Road Engineer
- 2020-141: Authorizing Payment to Southern Folger Detention – Security System Retrofit

There being no further business before the Board, the meeting adjourned at approximately 10:20 a.m.

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Clerk of the Board

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Chairman

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	February 25, 2020	Execute Contract	_____
Subject:	Declaration of Surplus Property	Pass Resolution	<u>  x  </u>
By:	L. Roe	Pass Ordinance	_____
Reviewed By:	B. Chilton	Pass Motion	_____
		Other	_____
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

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

**SUMMARY**

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

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

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

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

# SURPLUS

## ER&R

- 2010 Dodge Charger (to be sold to Soap Lake Police Department for \$600.00)
- Plate: 92960C
- VEH# S10-01
- VIN# 2B3CA4CT1AH179056

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF ALTERNATE DATES FOR BUDGET HEARINGS, 2021-2022 BIENNIUM BENTON COUNTY BUDGETS;**

**WHEREAS, RCW 36.40.071 allows the county commissioners to set alternate dates for budget hearings; NOW, THEREFORE,**

**BE IT RESOLVED** that the following dates are hereby adopted for the 2021-2022 biennium budget preparation:

- July 31 Auditor's Office budget call letter to departments for estimates of revenues and expenditures, goals, objectives, milestones, and performance activity measures;
- August 31 Departments return final estimates of revenues and expenditures to the Auditor's Office & the Commissioners' Office and goals, objectives, milestones, and performance activity measures to the Commissioners' Office;
- October 6 Commissioners' Office submits the preliminary biennium budget to Board of Commissioners;
- October 21-22 Budget workshop (with Elected Officials);
- November 4 First publication of notice of county budget hearings for final biennium budgets;
- November 11 Second publication of notice of county budget hearings for final biennium budgets;
- November 17 Public hearing to certify taxes and adopt the final biennium budgets.

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

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**Chairman Pro-Tem**

\_\_\_\_\_  
**Member**

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

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

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF THE ORGANIZATION OF BENTON COUNTY COMMISSIONERS FOR THE YEAR 2020; RESCINDING RESOLUTION 2020-003**

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

CHAIRMAN OF THE BOARD ..... James Beaver

CHAIRMAN PRO TEM ..... Jerome Delvin

COUNTY ADMINISTRATOR ..... Jerrod MacPherson

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

BENTON COUNTY ENGINEER ..... Douglas D'Hondt, PE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSOLIDATED JUVENILE SERVICES BOARD.....Shon Small

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

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

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

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

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

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

HOMELESS HOUSING ..... Kyle Sullivan

HUMAN SERVICES ADMINISTRATOR..... Kyle Sullivan

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

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

PARK BOARD ..... Adam Fyall

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated at Prosser, Washington, this \_\_\_\_\_ day of February 2020.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Member

Constituting the Board of  
Benton County Commissioners

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> February 25, 2020 <b>Subject:</b> 2020 Historic Preservation Grant – WSU <b>Prepared by:</b> Shyanne Palmus <b>Reviewed by:</b> Adam Fyall	<b>Execute Contract</b> X <b>Pass Resolution</b> X <b>Pass Ordinance</b> <b>Pass Motion</b> <b>None</b>	<b>Consent Agenda</b> X <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**SUMMARY**

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

The Hanford History Project will develop 20-25 encyclopedia-style “entries” documenting different aspects of the pre-Manhattan Project town sites of Hanford, White Bluffs and Richland before 1943. Each entry will consist of a 250-500 word essay, 7-10 photographs, historical documents and other archival materials, maps, biographies, and/or personal accounts and recollections of residents and their families. Entries will focus on both physical structures (streets, buildings, homes and farms) and themes pertaining to everyday life (agricultural practices, migration, recreation, commerce).

<b>Expense Category</b>	<b>Awarded Amount (\$)</b>
Research & Writing	\$ 9,524.00
WSU Facilities & Administration	2,476.00
<b>TOTAL</b>	<b>\$ 12,000.00</b>

**BACKGROUND INFORMATION**

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

**RECOMMENDATION**

Approve the attached resolution and grant agreement for the Washington State University Virtual Guide to the Pre-Manhattan Towns of Hanford, White Bluffs, and Richland project.

**FISCAL IMPACT**

\$12,000.00 from the Historical Preservation Fund 0157-101

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR WASHINGTON STATE UNIVERSITY’S VIRTUAL GUIDE TO THE PRE-MANHATTAN TOWNS OF HANFORD, WHITE BLUFFS, AND RICHLAND PROJECT**

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

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

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby agrees with the Advisory Committee’s recommendation, and approves funding of the Washington State University’s Virtual Guide to the Pre-Manhattan Towns of Hanford, White Bluffs, and Richland project as described in the attached agreement, in the amount not to exceed \$12,000.00; and

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest .....  
Clerk of the Board

Cc: Auditor; Treasurer; PA – Contract Compliance; Washington State University

S Palmus

## BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "GRANTOR"), and WASHINGTON STATE UNIVERSITY, a Washington State-owned educational institution, with its principal offices at 220 French Administration Building, Pullman, WA 9916401925 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.
2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.
3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of \$12,000.00 provided by this Agreement and as outlined in the following exhibits, attached hereto:
  - A. Exhibit "A" Virtual Guide to the Pre-Manhattan Towns of Hanford, White Bluffs, and Richland
4. INDEMNIFICATION. To the extent permitted by state of Washington law, the GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by GRANTOR, its elected officials, officers,

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

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

6. NON-DISCRIMINATION.

GRANTOR is an equal opportunity employer.

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

- A. Any terms or conditions of employment; and
  - B. Denying any individual the opportunity to participate in any program provided by the Agreement.
7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached application materials submitted by GRANTEE.
  8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2020 and shall expire December 31, 2020. If either party hereto fails to comply with the terms

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

- A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.
  - B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.
  - C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.
  - D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE's obligation under this section shall survive termination of this Agreement.
9. RETURN OF UNSPENT GRANT FUNDS. In the event that any of the grant funds advanced to the GRANTEE remain unspent upon expiration of this Agreement, the GRANTEE undertakes to return such funds to GRANTOR within thirty (30) days of termination of the project, within the timeframe specified in the GRANTEE's application materials. If no time frame is specified, GRANTEE shall return remaining unspent funds within one year from receipt of funds.
10. MODIFICATION. Either party may request changes to this Agreement, however, no changes or amendments to this

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

11. CLOSE-OUT. Following completion of the terms of this Agreement, or in the event that this Agreement is terminated in whole or in part for any reason other than completion of this Agreement, GRANTEE shall submit within ninety (90) days after the date of expiration of this Agreement, all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTEE or its designee.
12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

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

Venue shall be Benton County, Washington.

DATED this \_\_\_ day of \_\_\_\_\_, 2020.

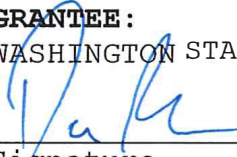
**GRANTOR:**  
BENTON COUNTY

\_\_\_\_\_  
Jim Beaver, Chairman  
Board of County Commissioners

Approved as to Form:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**GRANTEE:**  
WASHINGTON STATE UNIVERSITY

  
\_\_\_\_\_  
Signature

Derek Brown

\_\_\_\_\_  
Name

Research Operations Manager

\_\_\_\_\_  
Title

Benton County Historic Preservation Grant  
Hanford History Project/Washington State University Tri-Cities  
Revised Budget and Scope of Work  
November 5, 2019

**Revised Budget**

<u>Expense Category</u>	<u>Applicant Contribution</u>	<u>HPG Contribution</u>	<u>Total</u>
Research and Writing	\$10,520	\$9,524	\$20,044
WSU Facilities and Administration	\$2,735	\$2,476	\$5,211
TOTAL	\$13,255	\$12,000	\$25,255

**Revised Scope of Work Summary**

The Hanford History Project will develop 20-25 encyclopedia-style “entries” documenting different aspects of the pre-Manhattan Project town sites of Hanford, White Bluffs and Richland before 1943. Each entry will consist of a 250-500 word essay, 7-10 photographs, historical documents and other archival materials, maps, biographies, and/or personal accounts and recollections of residents and their families. Entries will focus on both physical structures (streets, buildings, homes and farms) and themes pertaining to everyday life (agricultural practices, migration, recreation, commerce).

A list of potential entries will be compiled with input from the Manhattan Project National Historical Park (MAPR) site manager. Entries will be designed for use in a variety of different formats, including those which will be directly implemented as part of the MAPR tour experience.

**Deliverables**

- 20-25 multi-media “entries” documenting pre-1943 Hanford, White Bluffs, and Richland

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
1/10TH % CRIMINAL JUSTICE FUND NUMBER 0133101, 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

Linda Ivey

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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
523.500	9169	Road Fund Services	\$46,589	523.500	9150	Capital Fund Service	\$46,589
<b>TOTAL</b>			<b>\$46,589</b>	<b>TOTAL</b>			<b>\$46,589</b>

**Explanation:**

To appropriate funding for Capital - Procurement services provided to fund

Prepared by:

Date:

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 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

J. Bowe

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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	\$100,000	594.230	6401	Capital Outlay	\$100,000
TOTAL			\$100,000	TOTAL			\$100,000

Explanation:

Transfer of funds needed for vehicle purchases for the Correction's Department.

Prepared by:

Date:

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, DEPARTMENT NUMBER 110.

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

Linda Ivey

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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
523.500	9169	Road Fund Services	\$46,931	523.500	9150	Capital Fund Services	\$46,931
<b>TOTAL</b>			<b>\$46,931</b>	<b>TOTAL</b>			<b>\$46,931</b>

**Explanation:**

To appropriate funding for Capital - Procurement services provided to facilities

Prepared by:

Date:

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, DEPARTMENT NUMBER 115  
TO 131

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:  
J Bowe

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 131

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	\$115,000	518.830	4103	Professional Services	\$115,000
<b>TOTAL</b>			<b>\$115,000</b>	<b>TOTAL</b>			<b>\$115,000</b>

**Explanation:**

Appropriate funding for the Urban High Resolution and County Wide Orthophotography per Resolution No. 2019-859.

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Member

\_\_\_\_\_ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Feb. 25, 2020</u>	Execute Contract	<u>X</u>
Subject: <u>Fifth Contract Amendment with Keefe Commissary Network, LLC</u>	Pass Resolution	<u>X</u>
	Pass Ordinance	_____
Prepared by: <u>L. Small</u>	Pass Motion	_____
	Other	_____
Reviewed by: <u>R. Lukson</u>	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

## BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2015-926 dated December 22, 2015, the Board of Benton County Commissioners entered into a Personal Service Contract with Keefe Commissary Networks, LLC to provide “as needed” inmate commissary services for the Benton County Sheriff’s Office, with a term beginning January 1, 2016 and expiring December 31, 2017.

Per Resolution 2016-299 dated April 12, 2016 the First Amendment to said Contract was necessary as both parties wished to amend Section 5.a. of Attachment A - Scope of Services, referenced within the Contract to allow for new Standard Fee Structure, while maintaining the rest of the Contract in full force and effect.

Per Resolution 2017-830 dated December 5, 2017 the Second Amendment was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through December 31, 2019, while maintaining the rest of the Contract in full force and effect.

Per Resolution 2019-104 dated January 29, 2019 the Third Amendment was necessary as both parties wished to amend Section 5.a. of Attachment A - Scope of Services, referenced within the Contract to allow for new Standard Fee Structure, while maintaining the rest of the Contract in full force and effect.

Per Resolution 2019-913 dated December 10, 2019 the Fourth Amendment was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through March 31, 2020 to allow additional time to negotiate a new contract, while maintaining the rest of the Contract in full force and effect.

The attached Fifth Amendment is necessary as both parties wish to amend Section 2- Duration of Contract to extend the current Contract through March 31, 2021, while maintaining the rest of the Contract in full force and effect.

## RECOMMENDATION

Approve the attached Resolution and Fifth Amendment to the Personal Service Contract between Benton County and Keefe Commissary Network, LLC amending Section 2 – Duration of Contract to extend the current Contract through March 31, 2021, while maintaining the rest of the Contract in full force and effect.

## APPROVED AS TO FORM

Ryan Lukson, Civil DPA

## FISCAL IMPACT

No fiscal impact with this amendment.

## MOTION

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF THE FIFTH AMENDMENT TO THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND KEEFE COMMISSARY NETWORK, LLC FOR “AS NEEDED” INMATE COMMISSARY SERVICES FOR THE BENTON COUNTY CORRECTION DEPARTMENT**

**WHEREAS**, per Resolution 2015-926 dated December 22, 2015 the Board of Benton County Commissioners entered into a Personal Service Contract with Keefe Commissary Networks, LLC to provide “as needed” inmate commissary services for the Benton County Sheriff’s Office, with a term beginning January 1, 2016 and expiring December 31, 2017; and

**WHEREAS**, per Resolution 2016-299 dated April 12, 2016 the First Amendment to said Contract was necessary as both parties wished to amend Section 5.a. of Attachment A - Scope of Services, referenced within the Contract to allow for new Standard Fee Structure, while maintaining the rest of the Contract in full force and effect; and

**WHEREAS**, per Resolution 2017-830 dated December 5, 2017 the Second Amendment was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through December 31, 2019, while maintaining the rest of the Contract in full force and effect; and

**WHEREAS**, per Resolution 2019-104 dated January 29, 2019 the Third Amendment was necessary as both parties wished to amend Section 5.a. of Attachment A - Scope of Services, referenced within the Contract to allow for new Standard Fee Structure, while maintaining the rest of the Contract in full force and effect; and

**WHEREAS**, per Resolution 2019-913 dated December 10, 2019 the Fourth Amendment was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through March 31, 2020 to allow additional time to negotiate a new contract, while maintaining the rest of the Contract in full force and effect; and

**WHEREAS**, the attached Fifth Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract to extend the current Contract through March 31, 2021, while maintaining the rest of the Contract in full force and effect; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached Fifth Amendment, amending Section 2 – Duration of Contract to extend the current Contract through March 31, 2021, while maintaining the rest of the Contract in full force and effect; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the attached Fifth Amendment to the Personal Service Contract between Benton County and Keefe Commissary Network, LLC.; and

**BE IT FURTHER RESOLVED**, the term of Contract shall begin January 1, 2016 and shall expire March 31, 2021.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest \_\_\_\_\_  
Clerk of the Board

**Fifth Amendment to  
Personal Service Contract**

**Between**

**Benton County and Keefe Commissary Network, LLC**

**This Contract Amendment**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter “**COUNTY**”), and **KEEFE COMMISSARY NETWORK, LLC**, a Missouri limited liability company, with its principal office at 10880 Linpage Place, St. Louis, MO 63132 (hereinafter “**CONTRACTOR**”).

**Recitals**

*Whereas*, COUNTY and CONTRACTOR entered into a Personal Service Contract dated December 22, 2015 (the “Contract”) whereby the CONTRACTOR has agreed to provide “as needed” inmate commissary services for the COUNTY, as set forth more fully in said Contract.

*Whereas*, the First Amendment to said Contract was necessary as both parties wished to amend Section 5.a. of Attachment A - Scope of Services, referenced within the Contract to allow for new Standard Fee Structure, while maintaining the rest of the Contract in full force and effect.

*Whereas*, the Second Amendment to said Contract was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through December 31, 2019, while maintaining the rest of the Contract in full force and effect.

*Whereas*, the Third Amendment to said Contract was necessary as both parties wished to amend Section 5.a. of Attachment A - Scope of Services, referenced within the Contract to allow for new Standard Fee Structure, while maintaining the rest of the Contract in full force and effect.

*Whereas*, Fourth Amendment to said Contract was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through March 31, 2020 to allow additional time to negotiate a new contract, while maintaining the rest of the Contract in full force and effect.

*Whereas*, the attached Fifth Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract to extend the current Contract through March 31, 2021, while maintaining the rest of the Contract in full force and effect.

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

- a) Section 2. DURATION OF CONTRACT - is hereby deleted and replaced in its entirety with the following:

The term of this Contract shall begin January 1, 2016 and shall expire on March 31, 2021. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**IN WITNESS WHEREOF**, the Parties to this Contract Amendment have executed this Amendment to take effect upon signature of both Parties.

**BENTON COUNTY**

**KEEFE COMMISSARY NETWORK, LLC**

\_\_\_\_\_  
Jim Beaver, Chairman

  
\_\_\_\_\_  
John Puricelli

Title: Benton County Commissioner

Title: Executive Vice President

Date: \_\_\_\_\_

Date: 2/1/20

Approved as to form:

  
\_\_\_\_\_  
Ryan J. Lukson  
Civil Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>February 25, 2020</u>	Execute Contract	<u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Purchase of Ammo</u>	Pass Resolution	<u>X</u>	Public Hearing _____
<u>from San Diego Police</u>	Pass Ordinance	_____	1st Discussion _____
<u>Equip. Co.</u>	Pass Motion	_____	2nd Discussion _____
Prepared by: <u>L. Small</u>	Other	_____	Other _____
Reviewed by: <u>Ryan Lukson</u>			

### BACKGROUND INFORMATION/ SUMMARY

Washington State Contract No. 02616 allows for the purchase of a wide variety of ammunition from San Diego Police Equipment Company, Inc., San Diego, CA.

The Benton County Jail Commander recommends purchasing the ammunition needed for the Corrections Department from San Diego Police Equipment Company, Inc. to comply with policies and procedures regarding weapons qualifications and for transport officers.

There are other departments within Benton County such as the Benton County Sheriff's Department that may wish to purchase their ammunition from San Diego Police Equipment Company, Inc., utilizing the Washington State Contract No. 02616.

It is recommended and in the best interest of the County to allow all departments who require the purchase of ammunition to utilize this Purchase Agreement between Benton County and San Diego Police Equipment Company, Inc., utilizing WA State Contract No. 02616.

### RECOMMENDATION

Approve the attached Resolution and Purchase Agreement for the purchase of ammunition from San Diego Police Equipment Company, Inc., utilizing the Washington State Contract No. 02616 for a total amount not to exceed \$100,000 including WSST, for the period of January 1, 2020 through December 31, 2023.

### FISCAL IMPACT

Expenditures shall be paid out of each individual department who utilizes the contract paying from their approved budget.

### MOTION

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PURCHASE AGREEMENT BETWEEN BENTON COUNTY AND SAN DIEGO POLICE EQUIPMENT COMPANY, INC. FOR THE PURCHASE OF AMMUNITION UTILIZING WASHINGTON STATE CONTRACT NO. 02616

**WHEREAS**, Washington State Contract No. 02616 allows for the purchase of a wide variety of ammunition from San Diego Police Equipment Company, Inc., San Diego, CA; and

**WHEREAS**, the Benton County Jail Commander recommends purchasing the ammunition needed for the Corrections Department from San Diego Police Equipment Company, Inc. to comply with policies and procedures regarding weapons qualifications and for transport officers; and

**WHEREAS**, there are other departments within Benton County such as the Benton County Sheriff's Department that may wish to purchase their ammunition from San Diego Police Equipment Company, Inc., utilizing the Washington State Contract No. 02616 as well; and

**WHEREAS**, it is recommended and in the best interest of the County to allow all departments who require the purchase of ammunition to utilize this Purchase Agreement between Benton County and San Diego Police Equipment Company, Inc., utilizing WA State Contract No. 02616 to be paid from each individual approved budget who utilizes the contract; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and hereby approves the purchase of ammunition from San Diego Police Equipment Company, Inc. utilizing Washington State Contract No. 02616 for a total amount not to exceed \$100,000 including WSST for the period of January 1, 2020 through December 31, 2023; and

**BE IT FURTHER RESOLVED**, the State Contract price rates are subject to change and purchase price shall be in accordance with Washington State price rate sheet at the time of order and written quote.

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, Purchase file; San Diego Police Equip.

Prepared by: L. Small

## PURCHASE 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: San Diego Police Equipment Company

Vendor Code:

Vendor Contact: Ryan King / Jeremy Staley

(858) 974-8500 [ryan@sandiegopoliceequipment.com](mailto:ryan@sandiegopoliceequipment.com);

Vendor Contact Phone: [sales@sandiegopoliceequipment.com](mailto:sales@sandiegopoliceequipment.com)

Vendor Principal Place of Business: 8205-A Ronson Rd., San Diego CA 92111

Ship To:

Benton County Corrections Dept.  
7122 W. Okanogan Pl. Bldg. B

Kennewick, WA 99336

Bill To:

Benton County Corrections Dept.  
7122 W. Okanogan Pl. Bldg. B

Kennewick, WA 99336

**AGREEMENT:**

In exchange for the consideration identified herein, the Vendor agrees to sell the following goods to Benton County under the terms described herein.

P.O. Date: 2/25/2020

Expiration Date: 12/31/2023

Line	Description	Qty	Unit Price	Total Price
1	Ammunition as provided in Washington State Pricing and Ordering Contract # 02616 - Exhibit B	Variable	See Exhibit B	-

The term of this Agreement shall commence January 1, 2020 and expiring December 31, 2023.

SUB TOTAL =	-
8.60% SALES TAX =	-
<b>TOTAL ORDER =</b>	<b>-</b>

This Purchase Agreement incorporates by reference all terms and conditions of the State of Washington Contract No. 02616 for the purchase of ammunition attached and referenced herein as Exhibit A, including the pricing and ordering as currently provided in Exhibit B, or as hereafter rightfully amended by said Contract.

Vendor's signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

- In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 02616 - Exhibit A
  2. Price and Ordering - Exhibit B
  3. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Lisa Small  
Address: 7122 W. Okanogan Pl, Bldg. B  
Kennewick, WA 99336  
Phone: 509-837-1451 ext. 3880  
Email: [Lisa.Small@co.benton.wa.us](mailto:Lisa.Small@co.benton.wa.us)

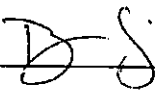
Approved as to Form  
(Deputy Prosecutor):

\_\_\_\_\_  
Ryan J. Lukson, Civil DPA

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing the 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 agreements(s) for all purposes

Vendor Name (Print): Ryan King Title: Sales Manager Date: 2/12/2020

Vendor Signature: 

Chairman  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Beaver, Chairman

## Contract 02616 Ammunition

### Pricing & Ordering for San Diego Police Equipment

Version 2 Effective July 1, 2017 Adjusting pricing for management fee

#### Ordering Instructions

<b>Contractor:</b>	San Diego Police Equipment Co, Inc. 8205-A Ronson Road San Diego, CA 92111	
<b>Ordering Contacts:</b>	Ryan King	Jeremy Staley
<b>Phone:</b>	800-367-8989	
<b>Email:</b>	<a href="mailto:ryan@sandiegopoliceequipment.com">ryan@sandiegopoliceequipment.com</a>	<a href="mailto:sales@sandiegopoliceequipment.com">sales@sandiegopoliceequipment.com</a>
<b>Credit Card acceptance:</b>	VISA, Mastercard	
<b>Minimum orders:</b>	Freight charges added for less than 5 cases.	
<b>Delivery time:</b>	90 Days After Receipt of Order (ARO)	
<b>Payment terms:</b>	Net 30 days	
<b>Shipping:</b>	Free on Board (FOB) destination	
<b>Lift Gate Fee:</b>	\$50.00 per manufacturer	

**DES Contract Specialist:** Breann Aggers

**Phone:** (360) 407-9416

**E-mail:** [breann.aggers@des.wa.gov](mailto:breann.aggers@des.wa.gov)

## Contract 02616 Ammunition

### Pricing & Ordering for San Diego Police Equipment

Version 2 Effective July 1, 2017 Adjusting pricing for management fee

CATEGORY A – Handgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	American Eagle	AE9DP	Full Metal Jacket	9MM	115	1000	\$190.34	30-60
2	CCI/Speer	Lawman	53650	Total Metal Jacket	9MM	115	1000	\$184.19	30-60
3	Federal	Classic	9BP	Jacketed Hollow Point	9MM	115	1000	\$211.50	30-60
4	Federal	American Eagle	AE9AP	Full Metal Jacket	9MM	124	1000	\$190.34	30-60
5	CCI/Speer	Gold Dot	53618	Bonded Hollow Point	9MM	124	1000	\$349.33	30-60
6	Federal	HST	P9HST3	Jacketed Hollow Point +P	9MM	124	1000	\$304.42	30-60
7	Federal	HST	P9HST1	Jacketed Hollow Point	9MM	124	1000	\$304.42	30-60
8	CCI/Speer	Lawman	53651	Total Metal Jacket	9MM	124	1000	\$184.19	30-60
9	CCI/Speer	Gold Dot	53617	Bonded Hollow Point +P	9MM	124	1000	\$349.33	30-60
10	Federal	HST	P9HST2	Jacketed Hollow Point	9MM	147	1000	\$304.42	30-60
11	CCI/Speer	Gold Dot	54226	G2	9MM	147	1000	\$384.80	30-60
12	CCI/Speer	Gold Dot	53720	Bonded Hollow Point	38 SPL	125	1000	\$355.08	30-60
13	CCI/Speer	Gold Dot	53949	Bonded Hollow Point	.40	165	1000	\$384.82	30-60
14	Federal	HST	P40HST3	Jacketed Hollow Point	.40	165	1000	\$332.31	30-60
15	CCI/Speer	Lawman	53981	Total Metal Jacket	.40	165	1000	\$239.20	30-60
16	Federal	American Eagle	AE40R3	Full Metal Jacket	.40	165	1000	\$251.70	30-60
17	CCI/Speer	Lawman	53652	Total Metal Jacket	.40	180	1000	\$239.20	30-60
18	Federal	HST	P40HST1	Jacketed Hollow Point	.40	180	1000	\$332.21	30-60
19	CCI/Speer	Gold Dot	53962	Bonded Hollow Point	.40	180	1000	\$384.82	30-60
20	CCI/Speer	Gold Dot	53999	G2	.40	180	1000	\$402.92	30-60
21	Federal	Classic	45C	Jacketed Hollow Point	.45	185	1000	\$366.56	30-60
22	CCI/Speer	Gold Dot	53969	Bonded Hollow Point +P	.45	200	1000	\$407.27	30-60
23	Federal	American Eagle	AE45A	Full Metal Jacket	.45	230	1000	\$300.79	30-60
24	CCI/Speer	Lawman	53653	Total Metal Jacket	.45	230	1000	\$277.19	30-60
25	Federal	Classic	45D	Jacketed Hollow Point	.45	230	1000	\$321.32	30-60
26	CCI/Speer	Gold Dot	53966	Bonded Hollow Point	.45	230	1000	\$407.27	30-60

## Contract 02616 Ammunition

### Pricing & Ordering for San Diego Police Equipment

Version 2 Effective July 1, 2017 Adjusting pricing for management fee

CATEGORY A – Handgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
27	Federal	HST	P45HST2	Jacketed Hollow Point	.45	230	1000	\$369.89	30-60
28	Federal	HST	P45HST1	Jacketed Hollow Point +P	.45	230	1000	\$369.89	30-60
29	CCI/Speer	Gold Dot	54256	G2	.45	230	1000	\$437.50	30-60
30	CCI/Speer	Gold Dot	54234	Bonded Hollow Point	357 SIG	125	1000	\$417.95	30-60
31	Federal	HST	P357SHST1	Jacketed Hollow Point	357 SIG	125	1000	\$389.13	30-60
32	Federal	Classic	C357B	Jacketed Hollow Point	357 M	125	500	\$364.76	30-60
33	Federal	HST	P380HST1	Jacketed Hollow Point	.380	99	1000	\$402.13	30-60
34	CCI/Speer	Lawman	53608	Total Metal Jacket	.380	95	1000	\$292.04	30-60
35	CCI/Speer	RHT	53365	Frangible Lead Free	9MM	100	1000	\$367.57	30-60
36	Federal	IRT	AE9N1	Total Metal Jacket, Lead Free Primer	9MM	124	1000	\$208.67	30-60
37	CCI/Speer	Cleanfire	53824	Total Metal Jacket Lead Free Primer	9MM	124	1000	\$194.67	30-60
38	CCI/Speer	Cleanfire	53826	Total Metal Jacket, Lead Free Primer	9MM	147	1000	\$194.67	30-60
39	CCI/Speer	Cleanfire	53833	Total Metal Jacket +P Lead Free Primer	.38	158	1000	\$229.65	30-60
40	CCI/Speer	RHT	53375	Frangible Lead Free	.40	125	1000	\$408.16	30-60
41	CCI/Speer	Cleanfire	53982	Total Metal Jacket, Lead Free Primer	.40	165	1000	\$255.33	30-60
42	CCI/Speer	Cleanfire	53880	Total Metal Jacket Lead Free Primer	.40	180	1000	\$255.33	30-60
43	Federal	IRT	AE40N1	Total Metal Jacket, Lead Free Primer	.40	180	1000	\$270.74	30-60
44	CCI/Speer	RHT	53395	Frangible Lead Free	.45	155	1000	\$522.44	30-60
45	CCI/Speer	Cleanfire	53885	Total Metal Jacket, Lead Free Primer	.45	230	1000	\$314.98	30-60
46	Federal	IRT	AE45N1	Total Metal Jacket, Lead Free Primer	.45	230	1000	\$336.94	30-60
47	CCI/Speer	RHT	53368	Frangible, Lead Free	357 SIG	100	1000	\$453.22	30-60
48	CCI/Speer	Cleanfire	54232	Total Metal Jacket, Lead Free Primer	357 SIG	125	1000	\$300.67	30-60

## Contract 02616 Ammunition

### Pricing & Ordering for San Diego Police Equipment

Version 2 Effective July 1, 2017 Adjusting pricing for management fee

CATEGORY A – Handgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
49	Federal	Hydra-Shok	P380HS1G	Jacketed Hollow Point	380ACP	90	1000	\$426.18	30-60
50	Federal	Ballisticlean	BC9NT3	Frangible Lead Free	9MM	100	1000	\$396.13	30-60
51	Federal	Ballisticlean	BC40CT1	Frangible Lead Free	40S&W	125	1000	\$414.91	30-60
52	Federal	Ballisticlean	BC45CT1	Frangible Lead Free	45ACP	155	1000	\$523.28	30-60
53	Federal	American Eagle	AE380AP	Full Metal Jacket	380ACP	95	1000	\$270.58	30-60
54	Federal	American Eagle	AE9FP	Full Metal Jacket	9MM	147	1000	\$206.07	30-60
55	Federal	American Eagle	AE38K	Full Metal Jacket	38S	130	1000	\$311.86	30-60
56	CCI/Speer	Gold Dot	53606	Bonded Hollow Point	380ACP	90	1000	\$452.31	30-60
57	CCI/Speer	Gold Dot	53921	Bonded Hollow Point +P	38S	135	1000	\$398.81	30-60
58	CCI/Speer	Blazer	3460	Total Metal Jacket, Cleanfire	9MM	124	1000	\$216.73	30-60
59	CCI/Speer	Blazer	3462	Total Metal Jacket, Cleanfire	9MM	147	1000	\$216.73	30-60
60	CCI/Speer	Blazer	3475	Total Metal Jacket, Cleanfire	38S	158	100	\$237.19	30-60
61	CCI/Speer	Blazer	3477	Total Metal Jacket, Cleanfire	40S&W	180	1000	\$256.43	30-60
62	CCI/Speer	Blazer	3480	Total Metal Jacket, Cleanfire	45ACP	230	1000	\$328.37	30-60
62	CCI/Speer	Blazer	3509	Full Metal Jacket	9MM	115	1000	\$183.28	30-60
63	CCI/Speer	Blazer	3578	Full Metal Jacket	9MM	124	1000	\$183.28	30-60
64	CCI/Speer	Blazer	3591	Full Metal Jacket	40S&W	180	1000	\$249.73	30-60
65	CCI/Speer	Blazer	3570	Full Metal Jacket	45ACP	230	1000	\$313.77	30-60
66	CCI/Speer	Lawman	53620	Total Metal Jacket	9MM	147	1000	\$204.64	30-60
67	CCI/Speer	Lawman	53919	Total Metal Jacket	357SIG	125	1000	\$339.15	30-60

CATEGORY B – Rifle Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	TRU	T223A	Pointed Soft Point	.223	55	500	\$245.80	30-60

## Contract 02616 Ammunition

### Pricing & Ordering for San Diego Police Equipment

Version 2 Effective July 1, 2017 Adjusting pricing for management fee

CATEGORY B – Rifle Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
2	Federal	American Eagle	AE223J	Full Metal Jacket, Boat Tail	.223	55	500	\$156.98	30-60
3	Federal	TRU	T223E	Boat Tail Hollow Point	.223	55	500	\$270.23	30-60
4	Federal	TRU	T223T	Ballistic Tip	.223	55	500	\$260.06	30-60
5	Federal	Tactical	LE223T1	Bonded Soft Point	.223	55	200	\$221.49	45-60
6	CCI/Speer	Gold Dot	24446	Bonded Soft Point	.223	55	500	\$263.89	30-60
7	Federal	American Eagle	XM193AF90	Full Metal Jacket, Boat Tail	5.56	55	450	\$146.81	30-60
8	Federal	Tactical	LE223T3	Bonded Soft Point	.223	62	200	\$221.49	45-60
9	CCI/Speer	Gold Dot	24445SP	Bonded Soft Point	.223	62	500	\$294.12	30-60
10	Federal	TRU	T223L	Soft Point	.223	64	500	\$254.31	30-60
11	CCI/Speer	Gold Dot	24475	Bonded Soft Point	.223	75	500	\$294.12	30-60
12	Federal	Premium	P308F	Ballistic Tip	.308	150	200	\$213.09	30-60
13	Federal	American Eagle	AE308D	Full Metal Jacket, Boat Tail	.308	150	500	\$312.15	30-60
14	Federal	Tactical	LE308T1	Bonded Soft Point	.308	165	200	\$281.93	30-60
15	Federal	Gold Medal	GM308M-500	Boat Tail Hollow Point	.308	168	500	\$395.38	30-60
16	Federal	American Eagle	A76251M1A	Open Tip Match	.308	168	200	\$213.55	30-60
17	Federal	Tactical	LE308TT2	Tactical Bonded Tip	.308	168	200	\$263.69	30-60
18	CCI/Speer	Gold Dot	24458	Bonded Soft Point	.308	168	500	\$379.71	30-60
19	Federal	Ballisticlean	BC223NT5	Frangible Lead Free	.223	42	500	\$298.85	60
20	Federal	Ballisticlean	BC223NT5A	Frangible Lead Free	.223	55	500	\$298.85	60
21	CCI/Speer	Gold Dot	24457	Bonded Soft Point	.308	150	500	\$405.63	60-90
22	Federal	American Eagle	AE223BK	Full Metal Jacket, Boat Tail	.223	55	1000	\$313.97	30-60
23	Federal	American Eagle	AE223N	Full Metal Jacket	.223	62	500	\$209.72	60-90

## Contract 02616 Ammunition

### Pricing & Ordering for San Diego Police Equipment

Version 2 Effective July 1, 2017 Adjusting pricing for management fee

CATEGORY B – Rifle Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
24	Federal	American Eagle	XM193	Full Metal Jacket, Boat Tail	5.56	55	500	\$156.98	30-60
25	Federal	American Eagle	AE5022	Lead Solid	22LR	40	5000	\$298.06	90-180
26	Federal	Gold Medal	GM223M3	Match Boat Tail Hollow Point	.223	77	200	\$156.86	30-60
27	Federal	Gold Medal	GM223M-5	Match Boat Tail Hollow Point	.223	69	500	\$392.16	30-60

CATEGORY C – Shotgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	Tactical	LE12700	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	9	250	\$126.88	30-60
2	Federal	Tactical	F127RS	Hollow Point Rifled Slug	12 Gauge, 2-3/4"	-	250	\$131.21	30-60
3	Federal	Top Gun	TGL12-7.5	#7.5 Bird Shot	12 Gauge, 2-3/4"	-	250	\$64.39	30-60
4	Federal	Tactical	LE127RS	Slug, Duty, Practice	12 Gauge, 1"	-	250	\$134.96	30-60
5	Federal	Tactical	LE13300	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	8	250	\$126.88	30-60
6	Federal	Tactical	LE13200	00 Buck Shot	12 Gauge	9	250	\$126.88	30-60
7	Federal	Tru-Ball	LEB127LRS	Rifled Slug	12 Gauge, 2-3/4"	-	250	\$134.96	30-60
8	Federal	Top Gun	TGL12-8	#8 Shot	12 Gauge, 2-3/4"	-	250	\$64.39	30-60
9	Federal	Tactical	LE132-1B	Plated #1 Buck, Flite Control	12 Gauge	15	250	\$126.88	30-60
10	Federal	Classic	F12700	00 Buck Shot	12 Gauge	9	250	\$130.86	30-60
11	Federal	Tru-Ball	LEB127DPRS	1oz Slug, Deep Penetrator	12 Gauge	-	250	\$190.36	60-90
12	Federal	Gold Medal	T115-8	#8 Birdshot, 1 1/8oz, 2 3/4 DE	12 Gauge	-	250	\$73.14	30-60
13	Federal	Gold Medal	T116-8	#8 Birdshot, 1 1/8oz, 3DE	12 Gauge	-	250	\$73.14	30-60

## Contract 02616 Ammunition

### Pricing & Ordering for San Diego Police Equipment

Version 2 Effective July 1, 2017 Adjusting pricing for management fee

CATEGORY D – Marking Cartridges								
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
1	Force on Force	FOF	FF9R2	Red Marking Cartridges	9MM	500	\$235.58	30
2	Force on Force	FOF	FF9B2	Blue Marking Cartridges	9MM	500	\$235.58	30
3	Force on Force	FOF	FF9Y2	Yellow Marking Cartridges	9MM	500	\$235.58	30
4	Force on Force	FOF	FF9W2	White Marking Cartridges	9MM	500	\$235.58	30
5	Force on Force	FOF	FF9G2	Green Marking Cartridges	9MM	500	\$235.58	30
6	Force on Force	FOF	FF556R1	Red Marking Cartridges	.223	500	\$288.98	30
7	Force on Force	FOF	FF556B1	Blue Marking Cartridges	.223	500	\$288.98	30
8	Force on Force	FOF	FF556Y1	Yellow Marking Cartridges	.223	500	\$288.98	30
9	Force on Force	FOF	FF556W1	White Marking Cartridges	.223	500	\$288.98	30
10	Force on Force	FOF	FF556G1	Green Marking Cartridges	.223	500	\$288.98	30
11	Force on Force	FOF	FF556BCG	Conversion Bolt	.223	1	\$231.55	5-7
12	Force on Force	FOF	FF9NM2	Non-Marking Cartridges	9MM	500	\$235.58	30
13	Force on Force	FOF	FF9BLK2	Blank Round	9MM	500	\$227.51	30
14	Force on Force	FOF	FF556NM2	Non-Marking Round	5.56	500	\$288.98	30
15	Simunition	FX	5320761	Red Marking Cartridges	9MM	500	\$241.79	30
16	Simunition	FX	5320762	Blue Marking Cartridges	9MM	500	\$241.79	30
17	Simunition	FX	5320764	Yellow Marking Cartridges	9MM	500	\$241.79	30
18	Simunition	FX	5320766	White Marking Cartridges	9MM	500	\$241.79	30
19	Simunition	FX	5320763	Orange Marking Cartridges	9MM	500	\$241.79	30
20	Simunition	FX	5320765	Green Marking Cartridges	9MM	500	\$241.79	30
21	Simunition	FX	5501001	Red Marking Cartridges	.38	500	\$300.23	30
22	Simunition	FX	5501002	Blue Marking Cartridges	.38	500	\$300.23	30
23	Simunition	FX	5359101	Red Marking Cartridges	.223	500	\$339.53	30
24	Simunition	FX	5359102	Blue Marking Cartridges	.223	500	\$339.53	30
25	Simunition	FX	5359104	Yellow Marking Cartridges	.223	500	\$339.53	30
26	Simunition	FX	5359106	White Marking Cartridges	.223	500	\$339.53	30
27	Simunition	FX	5308990	Bolt	.223	1	\$287.14	30
28	Simunition	FX	5320779	Non-Marking Cartridges	9MM	500	\$245.82	30
29	Simunition	Securiblack	5306001	Securiblanks, Loud	9MM	500	\$187.38	30
30	Simunition	FX	5359109	Non-Marking Cartridges	5.56	500	\$326.43	30-45

## Contract 02616 Ammunition

### Pricing & Ordering for San Diego Police Equipment

Version 2 Effective July 1, 2017 Adjusting pricing for management fee

CATEGORY D – Marking Cartridges								
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
31	Simunition	Securiblack	5359108	Securiblanks, Loud	5.56	500	\$339.53	30-45
32	Simunition	Secruiblack	5306005	Securiblanks, Quiet	9MM	500	\$187.38	30-45

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>Feb 25, 2020</u>	Execute Contract	_____	Consent Agenda	<u>X</u>
Subject:	<u>Salary Request Statement – J. Jamison</u>	Pass Resolution	_____	Public Hearing	_____
Prepared by:	<u>Lisa Small</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>Cdr. Souza</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

### BACKGROUND INFORMATION

The Jail Commander has the option to request salary increases for lateral applicants based off of their previous experience and education.

### SUMMARY

The Benton County Corrections Department is in the process of hiring or has hired a lateral Corrections Officer with the experience and training to warrant the requested increase from a Grade 7 (\$4,414) to a Grade 4 (\$5,052).

### RECOMMENDATION

Approve the attached Salary Request Statement based off of the attached detailed information as further outlined in Attachment A.

### FISCAL IMPACT

There is no financial impact in the 2019-2020 budget.

### MOTION

Consent agenda

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>Feb 25, 2020</u>	Execute Contract	_____	Consent Agenda	<u>  X  </u>
Subject:	<u>Salary Request Statement – C. Wise</u>	Pass Resolution	_____	Public Hearing	_____
Prepared by:	<u>Lisa Small</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>Cdr. Souza</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

### BACKGROUND INFORMATION

The Jail Commander has the option to request salary increases for lateral applicants based off of their previous experience and education.

### SUMMARY

The Benton County Corrections Department is in the process of hiring or has hired a lateral Corrections Officer with the experience and training to warrant the requested increase from a Grade 7 (\$4,414) to a Grade 6 (\$4,592).

### RECOMMENDATION

Approve the attached Salary Request Statement based off of the attached detailed information as further outlined in Attachment A.

### FISCAL IMPACT

There is no financial impact in the 2019-2020 budget.

### MOTION

Consent agenda

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>Feb 25, 2020</u>	Execute Contract	_____	Consent Agenda	<u>X</u>
Subject:	<u>Salary Request Statement – C. Saddler</u>	Pass Resolution	_____	Public Hearing	_____
Prepared by:	<u>Lisa Small</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>Cdr. Souza</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

### BACKGROUND INFORMATION

The Jail Commander has the option to request salary increases for lateral applicants based off of their previous experience and education.

### SUMMARY

The Benton County Corrections Department is in the process of hiring or has hired a lateral Corrections Officer with the experience and training to warrant the requested increase from a Grade 7 (\$4,414) to a Grade 5 (\$4,824).

### RECOMMENDATION

Approve the attached Salary Request Statement based off of the attached detailed information as further outlined in Attachment A.

### FISCAL IMPACT

There is no financial impact in the 2019-2020 budget.

### MOTION

Consent agenda

# 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, File,

Prepared by:  
Cindi Kane

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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
523.620	9167	Sheriff-Custody Assessment	\$50,000	523.620	2105	Uniforms & Accessories	\$50,000
<b>TOTAL</b>			<b>\$50,000</b>	<b>TOTAL</b>			<b>\$50,000</b>

**Explanation:**

Line item transfer needed to pay for new uniforms in the Benton County Corrections Department.

Prepared by:

Date:

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, DEPARTMENT 111.

**BE IT FURTHER RESOLVED**, by the Board of Benton County Commissioners, that funds shall be transferred as outline in Exhibit "A", attached hereto.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County Commissioners  
of Benton County, Washington

Cc: Auditor  
IT

RSelga

EXHIBIT A

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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
512.410	3101	SUPPLIES	\$ 2,500	512.410	3508	COMPUTER REPLACE	\$2,500
TOTAL			\$0	TOTAL			\$2,500

Explanation:

Prepared by:  *Rafaela Selga*

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date: 02/25/2020</b> <b>Subject: Line Transfer Funds within</b> <b>Current Expense 0000101,</b> <b>Department 111</b> <b>Prepared by: Ela Selga</b> <b>Reviewed by:</b>	<b>Execute Contract</b> <b>Pass Resolution      X</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>None</b>	<b>Consent Agenda    X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**SUMMARY**

District Court Probation is requesting to transfer \$2500. from Office Supplies (Fund 0000101.00000.512.410.3101) to Computer Replacement (Fund 0000101.0000.512.410.3508) to purchase 3 scanners.

**BACKGROUND INFORMATION**

District Court is converting to electronic records and District Court Probation will need to purchase 3 scanners to give them the tools to convert the probation files to electronic format.

**RECOMMENDATION**

Approve the Line Item Transfer.

**FISCAL IMPACT**

none

**MOTION**



5381 NW 33rd Avenue, Suite 101  
 Fort Lauderdale, FL 33309  
 strictlytech.com · (954)606-5440

## Quotation (Open)

### Date

Feb 13, 2020 09:27 AM  
 EST

### Modified Date

Feb 13, 2020 10:47 AM  
 EST

### Doc #

73446 - rev 1 of 1

### Description

Fujitsu fi-7030

### SalesRep

McLeod, Ethan  
 (P) 954.541.8559  
 (F) 954.606.5441

### Customer Contact

Robert , Heard  
 Robert.Heard@co.benton.wa.us

### Customer

Benton County WA (13-694)  
 Robert , Heard  
 PO Box 608  
 Prosser, WA 99350  
 United States  
 (P) (509) 786-5710

### Bill To

Benton County WA  
 Robert , Heard  
 PO BOX 608  
 Prosser, WA 99350  
 United States  
 (P) (509) 786-5710

### Ship To


Benton County WA  
 Robert , Heard  
 620 Market Street  
 Prosser, WA 99350  
 United States  
 (P) (509) 786-5710

### Payment Method

Terms: Undefined

### Shipping Info

Delivery Method: FedEx Ground  
 Carrier Account:  
 Shipping Instructions:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Fujitsu fi-7030 Document scanner - Duplex - - 600 dpi x 600 dpi - up to 27 ppm (mono) / up to 27 ppm (color) - ADF (50 sheets) - up to 2500 scans per day - USB 2.0	PA03750- B005	Yes	4	\$441.08	\$1,764.32

### FREE GROUND SHIPPING

The Strictly Difference

CAGE: 70BA0  
 DUNS: 078817964  
 FEIN: 46-2619818  
 Woman-Owned Small Business (WOSB)  
 Primary NAICS: 423430

**Subtotal:** \$1,764.32  
 Tax (8.600%): \$151.73  
 Shipping: \$0.00  
**Total:** \$1,916.05

Invoices are to be sent to Robert.Heard@co.benton.wa.us and central.services@co.benton.wa.us.



<b><u>AGENDA ITEM</u></b>		<b><u>TYPE OF ACTION</u></b>			
Meeting Date :	February 25, 2020	Execute Contract :	<input checked="" type="checkbox"/>	Consent Agenda :	<input checked="" type="checkbox"/>
Subject :	Contract for As-needed plumbing services	Pass Resolution :	<input checked="" type="checkbox"/>	Public Hearing :	<input type="checkbox"/>
Prepared by :	KAE	Pass Ordinance :	<input type="checkbox"/>	1st Discussion :	<input type="checkbox"/>
Reviewed by :	<input type="text"/>	Pass Motion :	<input type="checkbox"/>	2 <sup>nd</sup> Discussion :	<input type="checkbox"/>
		Other :	<input type="checkbox"/>	Other :	<input type="checkbox"/>

**BACKGROUND INFORMATION**

Facilities, at times, has a need for a professional plumber for larger, unscheduled repairs.

**SUMMARY**

For plumbing services beyond the scope of the Facilities Department.

**RECOMMENDATION**

Approve the resolution authorizing the Second Amendment to the Public Works Contract with Clearwater Tech, LLC dba Roto-Rooter Service for as-needed plumbing services.

**FISCAL IMPACT**

24 month contract not to exceed \$35,000 plus WSST

**MOTION**

Approve as part of the Consent Agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF AWARDING AND EXECUTING A PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND CLEARWATER TECH, LLC DBA ROTO-ROOTER SERVICE FOR AS-NEEDED PLUMBING SERVICES**

**WHEREAS**, Facilities, at times, has a need for a professional plumber for larger, unscheduled repairs; and

**WHEREAS**, quotes were solicited for an as-needed plumbing service by the Facilities Manager using the Small Works Roster; and

**WHEREAS**, one responsible bid was received, and are set forth on the tabulation below; and:

- |  |               |
|--|---------------|
| 1. Clearwater Tech, LLC dba Roto-Rooter Service (ROTORS*873B9) - | \$260.00/hour |
| 2. Abraham's Plumbing Services Inc. -                            | No Response   |
| 3. Allied Plumbing and Pumps, LLC -                              | No Response   |

**WHEREAS**, a contract has been prepared and the departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

**WHEREAS**, the Facilities Manager has reviewed and recommends award and execution of the contract with Clearwater Tech, LLC dba Roto-Rooter Service of Kennewick, Washington; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby concurs with the Facilities Manager's recommendation to award and execute a contract for As-Needed Plumbing Services with Clearwater Tech, LLC dba Roto-Rooter Service of Kennewick, Washington in the amount not to exceed \$35,000 plus WSST; and

**BE IT FURTHER RESOLVED**, 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; and

**BE IT FURTHER RESOLVED**, the attached 24 month contract shall begin immediately upon execution by both parties and expire on March 31, 2022.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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



Request for Proposal

Benton County As-Needed Drain Line Cleaning and Plumbing Services  
2020 - 2021.

**Plumbing rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$260.00</u>	<u>\$390.00</u>	<u>\$520.00</u>	<u>\$520.00</u>
2021	<u>\$285.00</u>	<u>\$427.50</u>	<u>\$570.00</u>	<u>\$570.00</u>

**Drain cleaning rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$260.00</u>	<u>\$390.00</u>	<u>\$520.00</u>	<u>\$520.00</u>
2021	<u>\$285.00</u>	<u>\$427.50</u>	<u>\$570.00</u>	<u>\$570.00</u>

**Hydro Jetting/Mainline machine rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$430.00</u>	<u>\$645.00</u>	<u>\$860.00</u>	<u>\$860.00</u>
2021	<u>\$455.00</u>	<u>\$682.50</u>	<u>\$910.00</u>	<u>\$910.00</u>

**Camera rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$260.00</u>	<u>\$390.00</u>	<u>\$520.00</u>	<u>\$520.00</u>
2021	<u>\$285.00</u>	<u>\$427.50</u>	<u>\$570.00</u>	<u>\$570.00</u>

**Excavation rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$430.00</u>	<u>\$645.00</u>	<u>\$860.00</u>	<u>\$860.00</u>
2021	<u>\$455.00</u>	<u>\$682.50</u>	<u>\$910.00</u>	<u>\$910.00</u>

**Septic Pumping rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$480.00</u>	<u>\$720.00</u>	<u>\$960.00</u>	<u>\$960.00</u>
2021	<u>\$505.00</u>	<u>\$757.50</u>	<u>\$1010.00</u>	<u>\$1010.00</u>

Disposal rates if applicable: \_\_\_\_\_

**Well/Water pump service rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$260.00</u>	<u>\$390.00</u>	<u>\$520.00</u>	<u>\$520.00</u>
2021	<u>\$285.00</u>	<u>\$427.50</u>	<u>\$570.00</u>	<u>\$570.00</u>

**Other services/rates:**

Additional person if needed: \$225.00 per hour.

Excavation and Hydro Jetting work requires at minimum 2 men and would be charged for additional person per hour.

Travel rates of \$3.00 each mile, one way.

Confined Space, Includes 3 men and equipment. \$590.00 per hour.

In 2021 there will be a \$25.00 per hour price increase from the 2020 prices, across the board, in all services.

**ADDENDUM ACKNOWLEDGMENT**



Receipt is hereby acknowledged of Addendum No(s). 1, \_\_\_\_\_, & \_\_\_\_\_.

**ASSURANCE OF NON-DISCRIMINATION**

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

**NON-COLLUSION DECLARATION**

The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

**CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

The undersigned hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

**REQUIRED PUBLIC WORKS TRAINING**

The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had L & I training or are they exempt from said public works training.

**SUBMISSION OF BID**

Respectfully submitted this 31st day of December, 2019.

Submitted By: Clearwater Tech, LLC dba Roto-Rooter Service

Authorized Signature: 

Signed By: Clinton Spears

Title: Manager

Street Address: 801 South Steptoe Street

City, State, Zip: Kennewick, WA 99336

Phone: (509) 783-7311

Email: JBall@RotoRooterWA.net CJ@RotoRooterWA.net

License No.: ROTORS\*873B9

UBI No.: 603-254-301

Washington State Employment Security No.: 473897-00 3

Federal ID No.: 46-1433719

**BENTON COUNTY  
PUBLIC WORKS CONTRACT**

**TERMS AND CONDITIONS**

**THIS CONTRACT** is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Clearwater Tech, LLC dba Roto-Rooter Service, a corporation organized under the laws of the State of Washington with its principal offices at 801 South Steptoe Street, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of these Terms and Conditions and the following documents:

- Exhibit A - Invitation to bid
- Exhibit B - Project Scope, Specifications, and Rotorooter Bid Proposal
- Exhibit C - Benton County Background Check Authorization and Release Form
- Exhibit D - Prevailing Wage Information

**2. DURATION OF CONTRACT**

The term of this Contract shall begin upon execution by both parties and shall expire on March 30, 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**

The COUNTY requires, and the CONTRACTOR agrees to perform the following services:

- Services requested are drain line clearing, cleaning, inspection with video, leak detection, septic tank pumping, and general plumbing repairs or installation.
- Work requests may include callouts during the day, evening, or overnight. Work requests may include weekdays, weekends, and

holidays.

- a. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.
- c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.
- d. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

#### **4. CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:

Name: Clinton Spears  
Address: 801 South Steptoe Street  
Kennewick, WA 99336  
Phone: 509-783-7311  
Email: [cj@rotorooterwa.net](mailto:cj@rotorooterwa.net)  
[jball@rotorooterwa.net](mailto:jball@rotorooterwa.net)

b. For COUNTY:

Name: Kirk Engle - Facilities Manager  
Jeff Jones - Assistant Facilities Manager  
Address: 7122 W. Okanogan Place  
Kennewick, WA 99336  
Phone: 509-222-2309  
Email: [kirk.engle@co.benton.wa.us](mailto:kirk.engle@co.benton.wa.us)  
[Jeff.jones@co.benton.wa.us](mailto:Jeff.jones@co.benton.wa.us)

**5. COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit B which is attached hereto and incorporated herein by reference] excluding W.S.S.T., in accordance with Exhibit B Bid Proposal Form with Scope and Specifications, which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.
- c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the

statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.

- d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.
- e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

**6. INVOICING**

- a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.
- b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via [https://secureaccess.wa.gov](https://secureaccess.wa.gov/) and then forward a copy of the statement to the COUNTY'S Contract Representative.
- c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

**7. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

**8. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.
- b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee

benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

## **9. INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity

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

b. **Commercial General Liability and Employers Liability**

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

- \$1,000,000 Each Accident
- \$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- d. **Other Insurance Provisions:**
1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
  2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
  3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
  4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
  6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on

indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

**e. Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials,

employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

#### **10. PERFORMANCE AND PAYMENT BONDS**

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution of this Contract.

#### **11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the

right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

**13. 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.

**14. CHOICE OF LAW AND JURISDICTION**

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

**15. SUCCESSORS AND ASSIGNS**

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

**16. TERMINATION**

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

**17. COMPLIANCE WITH LAWS AND PREVAILING WAGES**

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit F, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in

the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

**18. NONDISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, or the presence of any sensory, mental, or physical disability.

**19. DISPUTES**

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

**20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

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

**21. ENTIRE AGREEMENT**

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

**22. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served.

For service by e-mail, service shall be effective at the beginning of the next working day.

**23. SEVERABILITY**

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

**24. LITIGATION HOLD NOTICE**

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

**25. PUBLIC RECORDS ACT**

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all

reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

## **26. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

## **27. CONFIDENTIALITY**

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

## **28. BENTON COUNTY BACKGROUND CHECK**

a. The CONTRACTOR, its employees, subcontractors, and employees who will be working onsite are required to complete in full the Security Background Check form attached hereto and referenced herein as Exhibit D. Successful completion of the background check, as determined by COUNTY, is required prior to the first day of work or entry into the jail. The completed form should be emailed to [Linda.Finley@co.benton.wa.us](mailto:Linda.Finley@co.benton.wa.us) or faxed to 509-222-3745 attention: Linda Finley. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTY said employees fail the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. Finally, if the CONTRACTOR, its employees, subcontractors, or their employees discover that a friend or family member is in the jail' s custody they must immediately notify jail staff.

b. In addition to the above, prior to performance hereunder, the CONTRACTOR, its employees, subcontractors, and their employees

who will be working onsite will present themselves, their government issued identification and a check, cash or money order for \$34.25 for livescan, or \$71.25 if required to ink roll the finger print, to the Records Staff at the Benton County Sheriff's Office. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Undersheriff for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a CONTRACTOR employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the County network and the majority of computers within the Jail and Sheriff's facility.

Prior to performance hereunder, CONTRACTOR, its employees, subcontractors, and their employees shall complete CJIS Online training. This is a web based training accessible from any computer. Contractor shall provide a contact for their company who will monitor and make sure backgrounded employees have completed training.

If this training has been taken previously for another criminal justice agency, it will not need to be repeated as the Records Sergeant will be able to locate the employee names online. CONTRACTOR shall provide Linda Finley at [Linda.Finley@co.benton.wa.us](mailto:Linda.Finley@co.benton.wa.us) the contact information for the individual who will monitor and ensure employee training is complete. Ms. Finley will then provide this individual with the website and instructions for completing training.

Should the COUNTY determine any individuals performing work hereunder are required to be escorted at all times within the facility, the escort must be ACCESS certified or have taken the CJIS Online Course and have a fingerprint based criminal history check.

**- This section was intentionally left blank -**

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

Date: \_\_\_\_\_

Date: 2/14/2020

**BENTON COUNTY**

**CLEARWATER TECH, LLC DBA ROTO-ROOTER SERVICE**

\_\_\_\_\_  
Chairman  
Benton County Board of County  
Commissioners

*John M. Ball*  
Signature

Approved as to Form:

*Member/Manager*  
Title:

*[Signature]*  
Civil Deputy Prosecuting Attorney

John M. Ball  
PRINTED NAME



**INVITATION TO BID – CB 19-26  
BENTON COUNTY AS-NEEDED PLUMBING SERVICES**

**TO ALL INTERESTED PARTIES**

Benton County (Owner) is soliciting bids for As-Needed Plumbing Services.

This document and all other documents and materials enclosed herewith constitute an invitation to submit bids only and do not represent an offer to procure services by Benton County. Bids submitted in response hereto shall constitute offers to contract with Benton County, and only upon resolution by the Board of County Commissioners accepting such an offer, and execution of a contract, shall contractual commitments be created. Specifications and bid forms are set forth in the attached documents.

**CONDITIONS**

Benton County reserves the right to reject all bids and discontinue the bid process if it determines that such course of action is in the best interests of the County. If this course of action is not taken, then bid award will be made to that responsible bidder that submits the lowest bid.

Each bid must be submitted on or in a format matching the forms provided. All portions thereof must be completed in ink or mechanical means, setting forth all information requested.

Bids must be executed by a person or persons legally authorized to execute such documents in behalf of the bidding entity, with the name and the title of the person signing clearly printed below the signature.

No oral, telegraphic or facsimile transmission bids or modifications of bids will be accepted.

Bids may be withdrawn upon the written request of the submitter at any time prior to the bid deadline. Notification of withdrawals must be provided by email to the same email listed below. Bids shall become the property of Benton County upon receipt. No bid may be withdrawn or modified after the bid deadline unless the award of the Contract is delayed for a period exceeding thirty (30) days following the bid deadline. In the event of such an occurrence, the County will advise all bidders of the circumstances and provide direction on how this bid process will be concluded.

Each submitter is responsible for contacting Kirk Engle, Facilities Manager (509) 222-2309 or [Kirk.Engle@co.benton.wa.us](mailto:Kirk.Engle@co.benton.wa.us) for clarification or correction of any ambiguity, omission, inconsistency, or error discovered in any of the documents, and failure to do so shall not permit the withdrawal or alteration of a bid once received and opened.

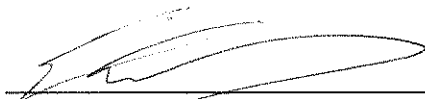
The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunities to submit bids, and will not be discriminated against on the grounds of race, color, sex, sexual orientation, handicap, or national origin in consideration for an award.

Bids shall be mailed or dropped off at the address below, or emailed in pdf format to [kirk.Engle@co.benton.wa.us](mailto:kirk.Engle@co.benton.wa.us). Bids must be received prior to 2:00 pm on Thursday, December 31, 2019. Bids received after that time and date will not be considered.

The Owner reserves the right to reject any or all bids or to waive minor technical errors in the bidding. No bids shall be withdrawn for a period of 30 days subsequent to the bid deadline without the written consent of the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Approved as to Form:



Eric Andrews, Deputy Prosecuting Attorney  
Benton County, Washington

Orig: File – CB 19-26

cc: Facilities

**EXHIBIT B**  
**BID PROPOSAL FORM**

**SCOPE OF WORK**

The COUNTY requires, and the CONTRACTOR agrees to perform the following services:

- Services requested are drain line clearing, cleaning, inspection with video, leak detection, septic tank pumping, and general plumbing repairs or installation.
- Work requests may include callouts during the day, evening, or overnight. Work requests may include weekdays, weekends, and holidays.

Prices quoted in the proposal shall be exclusive of federal taxes. Any Washington State Sales Tax included in the proposal price will not be considered a part of the net bid amount.

Should any discrepancies or omissions be found in these documents or questions as to their meaning, bidder should at once notify Kirk Engle at (509) 222-2309 or by email at [kirk.enge@co.benton.wa.us](mailto:kirk.enge@co.benton.wa.us). Written notice of changes or clarifications to these documents will be sent to all bidders when required. The County shall not be held responsible for verbal interpretations.

**OTHER REQUIREMENTS AND INFORMATION**

- All work shall be performed to industry standards
- CONTRACTOR shall ensure that all its employees performing work pursuant to the Contract are equipped with all necessary tools to properly perform requested services.
- CONTRACTOR shall ensure that all its employees performing work pursuant to the Contract are properly licensed within the State of Washington.
- CONTRACTOR shall ensure that all its employees performing work pursuant to the Contract are sufficiently trained for the tasks to be performed.
- Each of the CONTRACTOR's employees who will be working onsite shall complete and submit the Background Check Form attached hereto as Exhibit E and be approved by the County.
- Work performed by CONTRACTOR pursuant to this Bid may be performed at any time, day or night, weekday or weekend.

**BID PROPOSAL**

In the spaces provided below, CONTRACTOR shall fill in the amount per hour for each of the specified services, at each of the times provided. In addition, in the spaces provided, please list other services offered and the corresponding rates, such as for travel, dispatch fee, fuel charges, truck fees, etc. Rates for services shall be declared in this section in order to be payable charges.

**Plumbing rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$260.00</u>	<u>\$390.00</u>	<u>\$520.00</u>	<u>\$520.00</u>
2021	<u>\$285.00</u>	<u>\$427.50</u>	<u>\$570.00</u>	<u>\$570.00</u>

**Drain cleaning rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$260.00</u>	<u>\$390.00</u>	<u>\$520.00</u>	<u>\$520.00</u>
2021	<u>\$285.00</u>	<u>\$427.50</u>	<u>\$570.00</u>	<u>\$570.00</u>

**Hydro Jetting/Mainline machine rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$430.00</u>	<u>\$645.00</u>	<u>\$860.00</u>	<u>\$860.00</u>
2021	<u>\$455.00</u>	<u>\$682.50</u>	<u>\$910.00</u>	<u>\$910.00</u>

**Camera rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$260.00</u>	<u>\$390.00</u>	<u>\$520.00</u>	<u>\$520.00</u>
2021	<u>\$285.00</u>	<u>\$427.50</u>	<u>\$570.00</u>	<u>\$570.00</u>

**Excavation rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$430.00</u>	<u>\$645.00</u>	<u>\$860.00</u>	<u>\$860.00</u>
2021	<u>\$455.00</u>	<u>\$682.50</u>	<u>\$910.00</u>	<u>\$910.00</u>

**Septic Pumping rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$480.00</u>	<u>\$720.00</u>	<u>\$960.00</u>	<u>\$960.00</u>
2021	<u>\$505.00</u>	<u>\$757.50</u>	<u>\$1010.00</u>	<u>\$1010.00</u>

Disposal rates if applicable: \_\_\_\_\_

**Well/Water pump service rates:**

	Daytime rate:	Overtime rate:	Weekend rate:	Holiday rate:
2020	<u>\$260.00</u>	<u>\$390.00</u>	<u>\$520.00</u>	<u>\$520.00</u>
2021	<u>\$285.00</u>	<u>\$427.50</u>	<u>\$570.00</u>	<u>\$570.00</u>

**Other services/rates:**

Additional person if needed: \$225.00 per hour.

Excavation and Hydro Jetting work requires at minimum 2 men and would be charged for additional person per hour.

Travel rates of \$3.00 each mile, one way.

Confined Space, Includes 3 men and equipment. \$590.00 per hour.

In 2021 there will be a \$25.00 per hour price increase from the 2020 prices, across the board, in all services.

**ADDENDUM ACKNOWLEDGMENT**



Receipt is hereby acknowledged of Addendum No(s). 1, \_\_\_\_\_, & \_\_\_\_\_.

**ASSURANCE OF NON-DISCRIMINATION**

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

**NON-COLLUSION DECLARATION**

The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

**CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

The undersigned hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.


**REQUIRED PUBLIC WORKS TRAINING**

The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had L & I training or are they exempt from said public works training.

**SUBMISSION OF BID**

Respectfully submitted this 31st day of December, 2019.

Submitted By: Clearwater Tech, LLC dba Roto-Rooter Service

Authorized Signature: 

Signed By: Clinton Spears

Title: Manager

Street Address: 801 South Steptoe Street

City, State, Zip: Kennewick, WA 99336

Phone: (509) 783-7311

Email: JBall@RotoRooterWA.net CJ@RotoRooterWA.net

License No.: ROTORS\*873B9

UBI No.: 603-254-301

Washington State Employment Security No.: 473897-00 3

Federal ID No.: 46-1433719



**ADVERSE HISTORY INFORMATION**

The following information pertains to all incidents, whether under Washington State law, the law of another State, or federal law. If you answer "yes" to any question, please provide details including the date, location/jurisdiction, case number, charge if applicable, and arresting agency if applicable.

- Have you ever been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)?
- Have you ever been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct?
- Have you ever been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination?
- If answered yes, please describe the circumstances surrounding the incident.
- If requesting access to the jail, do you currently have any family members or friends in custody at the Benton County Jail? If so, who is in jail and what is their relationship to you?

**CONTINUING NATURE OF ADVERSE HISTORY INFORMATION**

I understand that during all times I have jail access, am employed by, or have volunteer status with, Benton County, that I am required to inform my immediate supervisor or jail staff any time I am charged with or convicted of any crime, and any time I am named as a defendant/respondent in any lawsuit or complaint alleging sexual harassment or other forcible or nonconsensual sexual conduct. I understand that failure to make such notification within one business day of such action, excluding any time I am incarcerated or otherwise incapable of making such notification, shall be grounds for denied access into the jail and/or immediate termination of my employment or volunteer status with Benton County.

**POTENTIAL DISQUALIFIERS**

- Felony convictions within the past five (5) years
- Violent misdemeanors or domestic violence convictions within the past five (5) years
- Drug related convictions within the past five (5) years

Some exemptions may apply on a case by case basis.

**I have read, fully understand, and voluntarily provide this Authorization and Release. By signing below, I also certify, under penalty of perjury as provided by the laws of the State of Washington, that I am the person identified above, and that all of the biographical, adverse history, and other information provided above is true, correct, and complete to the best of my knowledge.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*A minimum of two business days required for processing.*

**Do Not Write Below This Line**

**Comments:**

**COMPLETED BY AND DATE:**

# **Benton County Jail Sexual Abuse, Sexual Harassment and Sexual Misconduct Information**

## **Staff Sexual Misconduct**

The Department maintains a zero tolerance policy with regard to staff sexual misconduct and inappropriate staff/offender relationships. The policy also applies to contract staff, vendors and volunteers. Any Contractor or Volunteer who attempts to or engages in sexual abuse shall be prohibited from further contact with inmates and all allegations of staff sexual misconduct will be investigated and will be referred to law enforcement when appropriate.

### **What is sexual misconduct?**

RCW 9A.44.160, RCW 9A.44.170, and RCW 72.09.225 all contain detailed descriptions of what constitutes sexual misconduct and staff misconduct of a sexual nature.

Forms of sexual misconduct include, but are not limited to:

- Any behavior of a sexual nature directed toward an offender by a Department staff, contract staff, or volunteer.**
- Inappropriate touching between offenders and staff.**
- All completed, attempted, threatened, or requested sexual acts between Department staff and the offender.**
- Sexual comments and conversations with sexually suggestive innuendos or double meanings.**
- Display or transmittal of sexually suggestive posters, objects, or messages.**

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## **An Abuse of Power**

Due to the imbalance of power between offenders and staff in correctional settings, sexual interactions between staff (who have power) and offenders (who lack power) are unprofessional, unethical and illegal. Some offenders who lack power may become sexually involved with staff in an effort to equalize the imbalance of power. Occasionally an offender may try to use sex to improve his/her standing or circumstances (e.g., better job, avoid disciplinary action, affect a release plan, gain privileges, etc.). Because of the imbalance of power between offenders and staff, contractors, vendors and volunteers, there can never be a consensual relationship between offenders and persons working or volunteering for the Department. The law states "consent" is not a defense to prosecution.

A staff member, contractor, or volunteer involved in an inappropriate relationship with an inmate is considered a security threat to the Benton County Jail and the public.

## Red Flags:

The following are behaviors or 'red flags' that may signal you or someone you work with is in danger of engaging in sexual misconduct with an offender:

- Spending a lot of time with a particular offender
- Change in appearance of an offender or staff member
- Deviating from agency policy for the benefit of a particular offender
- Sharing personal information with an offender
- Horseplay
- Overlooking infractions of a particular offender
- Doing favors for an offender
- Consistently volunteering for a particular assignment or shift
- Coming to work early/staying at work late
- Flirting with an offender
- Standing too close to an offender
- Taking up an offender's cause or grievance
- Changing duty assignments of a particular offender
- Getting into conflicts with co-workers over an offender
- Bringing things into the facility for the offender
- Doing favors for an offender's family
- Feeling the effects of major life changes (divorce, etc)
- Believing an offender is indispensable

### What can I do to avoid inappropriate staff/offender relationships?

Most staff/offender sexual misconduct occurs only after seemingly innocent professional boundaries have been crossed. The following behaviors will assist you in maintaining appropriate boundaries:

- Maintain professional distance
- Focus behavior on duties and assignments
- Do not become overly close with any particular offenders
- Do not share your own or other staff person's personal information with our around offenders.
- Do not discuss issues you may have with other staff or management with or around offenders.
- When speaking to offenders about other staff refer to the staff person as Ms. or Mr. or by their title.
- When speaking to offenders refer to them as Ms. or Mr. and their last name
- Do not accept gifts or favors from offenders
- Be knowledgeable of Departmental policy and procedure, rules of conduct and laws regarding sexual misconduct and sexual harassment.

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## A Duty to Report

Staff, contractors, volunteers, and visitors must report any inappropriate staff/offender behavior immediately. The presence of illegal and unethical behavior by any staff compromises the security and safety of offenders and the agency. Any staff, including contractors, volunteers, and visitors that fail to report such behavior will be held accountable and sanctioned, possibly with dismissal. All efforts will be made to ensure the confidentiality of the reporting staff member.

By signing this form I acknowledge that I have received and understand information pertaining to the Benton County Sheriff's Office zero tolerance policy pertaining to sexual assault and sexual harassment of inmates in custody of this agency.

Company:

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Printed Name:

---

Signature:

---

Date:

**EXHIBIT D**

**REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR  
AND INDUSTRIES**

State of Washington  
Department of Labor & Industries  
Prevailing Wage Section  
PO Box 44540, Olympia, WA 98504-4540  
360-902-5335

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

The Department of Labor & Industries prevailing wage rate website is <http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>

The publication date to use is August 29, 2019.

The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Facilities Department at 7122 W. Okanogan PI Kennewick, WA 99336 Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Facilities Department will mail a hard copy of the wage rates upon request. We can be reached at (509)786-5611 or (509)736-3084 or by email at [publicworks@co.benton.wa.us](mailto:publicworks@co.benton.wa.us)

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
<b>Meeting Date: 25 Feb 2020</b> <b>Subject: Horse Racing Contract</b> <b>Memo Date: 12 Feb 2020</b> <b>Prepared By: AJF</b> <b>Reviewed By:</b>	<b>Execute Contract X</b> <b>Pass Resolution X</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>None</b>	<b>Consent Agenda X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

## **SUMMARY**

This action would amend the existing contract between Benton County and Tri-City Horse Racing Association (TCHRA) to adjust the duration/termination of the 2020 horse racing season at Sun Downs, reducing the season by two weeks.

## **BACKGROUND**

Benton County and TCHRA entered into a three-year lease agreement for the 2019, 2020, and 2021 seasons (Res 2019-126). Part of the agreement details the term of occupancy for each season, which is February 1 through June 1 of each of the three years.

The 2020 meet has been adjusted such that the season will be shorter, and as such TCHRA would like to shorten the length of their occupancy for 2020. This First Amendment to the lease agreement changes the ending date of the 2020 occupancy from June 1 to May 18. There are no other changes.

The Prosecutor has approved this First Amendment for form and it has been signed by the TCHRA.

The existing lease agreement is attached for further background.

## **FISCAL IMPACT**

None.

# # #

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AMENDING THE LEASE AGREEMENT BETWEEN  
BENTON COUNTY AND THE TRI-CITY HORSE RACING ASSOCIATION FOR USE OF  
CERTAIN FACILITIES AT THE BENTON COUNTY FAIRGROUNDS**

**WHEREAS**, as adopted via Resolution 2019-126, Benton County and the Tri-City Horse Racing Association entered into a three-year Lease Agreement for the purposes of the Horse Racing Association's use of the certain discrete areas of the Benton County Fairgrounds for horse racing meetings in calendar years 2019, 2020, and 2021; and,

**WHEREAS**, per terms of said lease agreement, each year's occupancy by the Horse Racing Association begins February 1 and ends June 1; and,

**WHEREAS**, due to circumstances that have developed since the signing of the original Lease Agreement, the Horse Racing Association's 2020 meet has been shortened, and as such it is the Horse Racing Association's desire to shorten the 2020 occupancy from June 1 to May 18; and,

**WHEREAS**, this First Amendment to the Lease Agreement modifies Section 4 of the Lease Agreement such that, "The AGREEMENT for year 2020 racing season will expire on May 18, 2020" and no other sections shall be modified; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Board of County Commissioners approves this First Amendment to the Lease Agreement by and between Benton County and the Tri-City Horse Racing Association relating to modification of occupancy dates for the 2020 meet, and the Chairman of the Board is hereby authorized to sign said Amendment.

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: Fairgrounds  
cc: Auditor

Prepared by: A.J. Fyall

**FIRST CONTRACT AMENDMENT**  
to the  
**TRI-CITY HORSE RACING ASSOCIATION**  
**LEASE AGREEMENT**

**THIS FIRST CONTRACT AMENDMENT** (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **TRI-CITY HORSE RACING ASSOCIATION** a Washington for profit corporation authorized to do business in the State of Washington, (hereinafter "LESSEE").

**WHEREAS**, per Fairgrounds Lease Agreement No. 2019-126, the COUNTY entered into a lease agreement with Tri-City Horse Racing Association, beginning February 1, 2019 and expiring June 1, 2021 (hereinafter the "AGREEMENT"); and

**WHEREAS**, the Tri-City Horse Racing Association wishes to change the final date of the year 2020 racing season to May 18, 2020; and

**NOW THEREFORE**, under Section 4

a) The AGREEMENT for year 2020 racing season will expire on May 18, 2020.

No other sections will be modified.

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to the AGREEMENT to be signed by their duly constituted legal representatives and it is effective on the last date signed.

**LESSOR: BENTON COUNTY**

**LESSEE: TRI-CITY HORSE RACING ASSOCIATION**

BY: \_\_\_\_\_  
Chairman of the Board

BY: Nancy Sorick  
Date: 1-27-20

Date: \_\_\_\_\_

Name: NANCY SORICK  
Title: SEC. TREAS.

Approved as to form:

BY: [Signature]  
Civil Deputy Prosecutor

## FAIRGROUNDS LEASE AGREEMENT

This Lease Agreement between Benton County, a political subdivision of the State of Washington (Lessor), and the Tri-City Racing Association, a Washington non-profit corporation (Lessee), is effective February 1, 2019.

**1) PURPOSE.** The primary consideration regarding the term and rental rate provided in this Lease Agreement is the private operation and production by Lessee of a horse training and Parimutuel Horse Racing facility.

Therefore, it is understood and expressly agreed that if Lessee shall be dissolved or cease to function as a non-profit entity; discontinue operation of the Leased Facilities (as defined below Section 2) for horse training and Parimutuel Horse Racing for reasons other than an act of God or war; in case its leasehold interest and estate in the Leased Facilities shall be taken or levied upon by any process of law or proceedings in bankruptcy or insolvency; if a receiver or trustee shall be appointed for Lessee's assets; or if this Lease Agreement shall by operation of law devolve upon or pass to any person, firm or corporation other than Lessee, this Lease Agreement and all rights of Lessee under it shall, at the election of Lessor, cease and immediately terminate; and it shall be lawful for Lessor to enter into and upon all Leased Facilities at any time and remove all persons from the same; and reclaim full and complete control thereof.

**2) LEASED FACILITIES.** This Lease Agreement is for the following real property and buildings (Leased Facilities) for the specified periods during the term of this Lease Agreement:

a) **South of the Rail.** From the 1<sup>st</sup> day in February through the 1<sup>st</sup> day in June of each year during the term of this Lease Agreement, Lessee agrees to lease from Lessor that portion of real property that has commonly been referred to as the "South of the Rail" portion of the Benton County Fairgrounds and is legally described on Exhibit A attached hereto.

b) **Board Room 2<sup>nd</sup> Floor.** Lessee agrees to allow the Benton-Franklin Fair Association access to the Board Room located on the second floor of the Sundowns Building for their Board Meeting. The dates are as follows: Year 2019: February 4, 5, 12 and 26; March 4, 5, 12 and 26; April 1, 2, 9 and 23; May 6, 7, 14 and 28. Year 2020 and Year 2021 meeting dates will be provided by February 1 of each year.

**3) Storage.** Lessor agrees to lease to Lessee the Tote Room (405 sf) located on the first floor and the storage closets in the Finish Line room (345 sf) located on the second floor of the Sundowns building to provide storage for Lessee's equipment and supplies on an annual basis during the term of this Lease Agreement. Cost associated for this storage will be calculated at the commercial storage building rate of \$.40 per square foot for a total of \$300.00 per month. The total amount of \$2,400.00 for the 8-month period outside of the lease dates, will be paid by February 1 of each year of this agreement. No other storage areas are included in this agreement.

**4) TERM OF LEASE.** The term of this Lease Agreement shall be from February 1, through June 1 of each year as indicated in this lease agreement unless terminated earlier as provided herein.

5) **RENTAL FEE AND OTHER CONSIDERATIONS.** Lessee agrees to pay to Lessor the following sums for use of the Leased Facilities:

**\$15,900 for the rental year 2019**

**\$15,900 for the rental year 2020**

**\$15,900 for the rental year 2021**

6) **DATE FOR PAYMENT.** Lessee agree to make its annual rental fee payment to Lessor for use of the Leased Facilities no later than February 1 of each year of this Lease Agreement. If the fee is not paid by this date, this Lease Agreement will be null and void unless otherwise agreed to in writing by Lessor.

7) **LESSEES' RESPONSIBILITIES.** Prior to February 1 of each year, Lessor and Lessee agree to perform a joint safety and utilities inspection e.g. damages or nonoperational, of the Leased Facilities referenced in Section 2(a) above, and jointly prepare one written document reflecting any such safety and utility concerns identified in the Leased Facilities. Such document shall be signed by Lessee's President and delivered by Lessee to the Benton County Commissioners for approval. Lessee hereby agrees to maintain the Leased Facilities and all improvements thereto, during the permissible times of occupancy of such facilities by Lessee under this Lease Agreement, in as good as condition as exists as of February 1 of each year or at the time of other occupancy by Lessee, reasonable wear and tear, loss by fire or Act of God, expressly excepted. Lessor agrees to provide routine maintenance of the Leased Facilities during the term of this Lease Agreement, except that during the February 1<sup>st</sup> through June 1 period of each year Lessee shall perform all maintenance on leased facilities.

Lessee also agrees to quietly and peaceably deliver up the possession of the Leased Facilities in good state and condition at the end of each period of permitted occupancy during the term of the Lease Agreement and upon the termination or expiration of the term of this Lease Agreement. Good state and condition includes the removal of, solid waste, garbage, animal waste and manure, straw and hay, and any vehicles on property of the Lessor. It is the responsibility of the Lessee to return the grounds to good state and condition, not the Lessor's staff. If Lessor is forced to return buildings or grounds to good state and condition, Lessor shall bill Lessee the costs to restore the property to said condition. Lessor shall also bill Lessee for any outstanding utility bill's or garbage removal as reference in Section 9 of this agreement. Any nonpayment of a bill or fee shall result in a breach of contract.

8) **USE OF LEASED FACILITIES - SUBLETTING.** Lessee may sublet parts of the Leased Facilities to other persons, firms or corporations during the operation of the horse training and Parimutuel Horse Racing. **Lessee agrees that all such subleases that involve occupancy by the subtenant for more than seven (7) days in any year must be approved in writing by Lessor prior to such sublease becoming effective.** Lessor's approval shall not be unreasonably withheld. With respect to any sublease agreement that extends for more than one period of occupancy of seven (7) days or less, Lessee agrees to include a provision allowing it to terminate such sublease if this Lease Agreement is terminated.

9) **DAMAGE OR DESTRUCTION.** In the event any of the Leased Facilities are damaged to such an extent as to render the same untenable in whole or in a substantial part for the purposes described herein, or are destroyed, it shall be optional with the Lessor to repair or rebuild the same. Lessor shall have sixty (60) days after receiving written notice of such damage or destruction from Lessee to notify Lessee in writing of Lessor's intentions to repair or rebuild said damaged facilities, and if Lessor elects to repair or rebuild said facilities, Lessor shall

execute the work to repair or rebuild without unnecessary delay. In the event any portion of the Leased Facilities shall be damaged or destroyed to such an extent that in the opinion of Lessor it shall not be practicable, financially or otherwise, to repair or rebuild, then it shall be optional with Lessor to decide not to rebuild such facility(ies). Upon receipt of written notice of such election by Lessor, Lessee may within thirty (30) days thereafter provide written notice to Lessor of Lessee's election to immediately terminate this Lease Agreement if such damaged facilities constitute a substantial portion of the facilities described in Section 2(a) and are used for actual horse training and Parimutuel Horse Racing activities other than administration or storage.

**10) UTILITIES/GARBAGE.** Utility services for the Leased Facilities will be billed directly to Lessor. Lessee agrees to directly pay Waste Management the cost for garbage charges incurred during February 1 through June 1 with respect to the real property described on Exhibit A or any improvements thereto. Proof of total amount due in the form of an invoice from Waste Management and associated payment to Waste Management will be provided monthly to Lessor. Lessee agrees to have all garbage removed from the property described in Exhibit A and any personal property of Lessee or of any third parties removed, at Lessee's expense, from such property, except for Lessee's property within Sundowns Building referenced in Sections 2(c), by June 1 of each year during the term of this Lease Agreement. A walk through of the facilities shall be conducted with the Lessor and Lessee upon term expiration to ensure the premises are returned to good state and condition.

**11) INDEMNIFICATION/WAIVER OF SUBROGATION.** To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless Lessor and all officials, agents and employees of Lessor, from and against all claims arising out of or resulting from the use of the Leased Facilities by Lessee, Lessee's employees or agents, or by Lessee's contractors or subcontractors, except for those claims arising from the sole negligence of Lessor. "Claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death to Lessor, Lessor's agents and employees, Lessee, Lessee's agents and employees, and third parties, or injury to or destruction of tangible property owned by Lessee or third parties, including loss of use resulting therefrom. Lessee's obligation to indemnify, defend, and hold harmless includes any claim by Lessee's agents, employees, representatives, or any contractor or subcontractor or their employees.

**In any and all claims against the Lessor, its officers, officials, employees and agents by any employee or volunteer of the Lessee, its 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 Lessee 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 Lessee expressly waives any immunity the Lessee might have had under such laws. By executing this Lease Agreement, Lessee 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 Lessee makes with any subcontractor or agent performing work hereunder.**

Lessor and Lessee each agree to waive all causes of action which arise or may arise in either of their favor against the other or anyone claiming through or under them, by way of subrogation or otherwise, during the term of this Lease Agreement with respect to loss of or damage to either party's tangible property (whether or not such loss or damage is caused by the fault or negligence of the other) that is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recovered under said insurance policies.

12) **LIABILITY INSURANCE.**

- a) **General Liability Insurance.** Lessee agrees to procure, at its expense, commercial general liability insurance with a limit in the sum of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury or death of any one person and property damage, and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury to or death of any number of persons and property damage, which shall name Lessee and Lessor as insured and additional insured against any and all liability with respect to the Leased Facilities or arising out of the maintenance, use or occupancy of the same and shall remain in effect during the term of this Lease Agreement. Said policy shall insure against injuries caused by animals other than those involved in horse training and Parimutuel Horse Racing events. Lessee shall also maintain during the term of this Lease Agreement non-profit director and officer/errors and omission insurance with a limit in the sum of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.
- b) **Vendor/Exhibitor Liability Insurance.** Lessee agrees to not allow any food vendors or any other vendors or exhibitors that will provide any food to the public on the Leased Facilities that do not have commercial general liability insurance covering bodily injury or death (wherever occurring) due to their actions and products and that names Lessee and Lessor as additional insureds. The minimum limits of such insurance shall be: Products-Completed Operations Aggregate Limit of Five Million Dollars (\$5,000,000); General Aggregate Limit of Two Million Dollars (\$2,000,000); Personal and Advertising Injury Limit of One Million Dollars (\$1,000,000); and Each Occurrence Limit of One Million Dollars (\$1,000,000). Said vendors and exhibitors shall also be required to maintain general liability insurance in the minimum amount of Three Hundred Thousand Dollars (\$300,000) for property damages.

Lessee further agrees not to allow any non-food vendors or exhibitors on the Leased Facilities that do not have commercial general liability insurance covering bodily injury or death (wherever occurring) due to their actions and products and that names Lessee and Lessor as additional insureds. The minimum limits of such insurance shall be: Products -Completed Operations Aggregate Limit of One Million Dollars (\$1,000,000); General Aggregate Limit of One Million Dollars (\$1,000,000); Each Occurrence Limit of One Million Dollars (\$1,000,000) for bodily injury or death coverage; and Three Hundred Thousand (\$300,000) for property damages.

- c) **Other Liability Insurance.** Lessee shall, at its expense or the expense of third parties, ensure that during the term of this Lease Agreement a policy or policies of commercial general insurance are in effect with individual limits of not less than Three Million Dollars (\$3,000,000) for injury or death to any one person and Three Million Dollars (\$3,000,000) for injury to or death of any number of persons in one occurrence, with such amounts available to insure against any and all liability of Lessor and Lessee with respect to any of the following activities occurring on the Leased Facilities during February 1 through June 1 each year: liability related to the consumption of alcohol at the Leased Facilities; liability due to injury or death occurring during or as a result of horse training and Parimutuel Horse Racing events; and police/professional liability for security and any other such professional services. Lessee shall also ensure such coverage is in place with similar limits, naming Lessor and Lessee as additional insureds, for any additional activities on the Leased Facilities during February 1 through June 1 that are excluded from Lessor's general liability insurance policy then in effect. In order to assess compliance with this subsection, Lessee shall provide to the Benton County Risk Manager by January 15 of each year a list of all persons or entities with which Lessee has or will contract with for that year's horse training and Parimutuel Horse Racing that will organize,

operate, supervise or provide any of the activities identified in this subsection, and, if requested, copies of such contracts.

If the Lessee maintains higher limits than the minimums shown above, the Lessor requires and shall be entitled to coverage for the higher limits maintained.

Lessee shall, at Lessor's request, provide Lessor copies of or access to all contracts entered into with respect to the horse training and Paramutuel Horse Racing by February 1<sup>st</sup> of each year to allow Lessor to assess compliance with this section and any other section of this Lease Agreement.

- d) Other Insurance Provisions.** Insurance policies are to contain, or be endorsed to contain, the following provisions:
- i.** For general liability insurance, the Lessor, its elected and appointed officials, employees and agents are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of the Leased Facilities. The general liability policy shall contain an endorsement naming the Lessor, its elected and appointed officials, employees and agents.
  - ii.** The Lessee's insurance coverage shall be **primary insurance** as respects the Lessor, its elected and appointed officials, employees and agents. Any insurance or self-insurance maintained by the Lessor, its elected and appointed officials, employees and agents shall be excess of the Lessee's insurance and shall not contribute with it. The general liability policy shall contain an endorsement specifically stating that the Lessee's general liability policy shall be primary, and not contributory, with any other insurance maintained by the Lessor.
  - iii.** Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the Lessor.
  - iv.** All insurance required in this Lease Agreement and all renewals thereof must be issued by companies authorized to transact business in the State of Washington. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Lessor.
  - v.** All insurance policies shall be subject to approval by Lessor as to form and substance; shall expressly provide that such policies shall not be canceled or altered without thirty (30) days written notice to Lessor; and shall, to the extent obtainable, provide that no act or omission of Lessee which would otherwise result in the forfeiture or reduction of the insurance will affect or hurt the obligation of the insurance company to pay the amount of loss sustained.
- e) Verification of Coverage.** For all insurance required herein, Lessee shall furnish certificates of insurance with attached endorsements, or upon request of the Benton County Risk Manager, copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received by the Benton County Risk Manager by February 1 of each year during the term of this Lease Agreement. Failure by the Lessee to provide such certificates of insurance and endorsements demonstrating Lessee's compliance with this Section **11** shall constitute a breach of this Lease Agreement, and Lessor shall be entitled to immediately terminate this Lease Agreement.
- f) Waiver of Subrogation.** Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Lessor by virtue of the payment of any loss under

such insurance. This provision applies regardless of whether or not the Lessor has received a waiver of subrogation endorsement from the insurer.

**13) ACCESS TO FACILITIES AND KEYS.** Lessee shall be entitled to keys to the Tote Room and the Finish Line storage locations referenced in Section 2(c). All other keys pertaining to the Leased Facilities referenced in Sections 2(a) will be given to Lessee on the dates listed in those sections of each year. At the expiration or termination of this Lease Agreement, all keys to such Leased Facilities shall be returned by Lessee to Lessor. Lessee shall not enter buildings unless included in Sections 2(c) outside of the dates listed in Section 2(a). If Lessee requires access to facilities not provided for in this agreement, outside of the time of the Lease Agreement, Lessee may request admittance from Lessor on a case by case basis. Lessee will be billed for any locks changed during Lease Agreement and not properly restored to Lessor's lock and key.

**14) SECURITY.** Lessee agrees to provide all necessary security for any event held by Lessee at the Leased Facilities and to assume all responsibility regarding crowd control, security, fire services and medical services related to all such events.

**15) FINANCIAL REPORTING.** Lessee agrees that it shall provide Lessor with a copy of all income tax returns and supporting schedules that Lessee files with the Internal Revenue Service. Said copies shall be provided to Lessor annually by April 30 of each year or within fourteen (14) days of the date Lessee files the originals with the Internal Revenue Service. All documents must be provided no later than November 15.

**16) CAPITAL IMPROVEMENTS/ALTERATIONS/REPAIRS.** It is agreed that there will be a continuing need for the maintenance of, additions and extensions to, and replacement of the buildings, improvements, and grounds at the Leased Facilities. The timing and nature of any improvements and repairs shall be at the discretion of Lessor, except that Lessee shall make repairs at its own expense as necessary to deliver up possession of the Leased Facilities in good state and condition as required by Sections 6 and 21 herein. No capital improvements, alterations, or additions, shall be made to any grounds, facility, or structure, without prior written approval from the County Administrator or designee.

Lessee is under no obligation to make any cash, materials, or labor donations for capital improvements. Lessee may in its sole discretion choose to make a donation, but such donation shall not affect in any way Lessee's obligations under this Lease Agreement. Lessee agrees that any cash, materials, or labor donated by Lessee shall immediately become property of the Lessor.

Any improvement, alteration, addition or repair to County property, whether during lease term or not, shall follow the County Procurement Policy and any applicable State requirements to include State Prevailing Wage. All work must be done using proper permits, inspections, and quality control. Furthermore, all work must be done by an individual who is licensed, bonded, and insured. All work is subject to quality control inspections by the Lessor.

The parties agree that all capital improvements to the Leased Facilities during the term of this Lease Agreement, either in assembled or raw material form, shall immediately become the property of Lessor.

**17) CONTROL OF LEASED FACILITIES.** This Lease Agreement does not entitle Lessee to use or control the property described in Exhibit A other than for the Leased Facilities described in

Section 2 for the time periods set forth therein. At all other times, Lessor shall have sole authority to manage the facilities, including the ability to lease the facilities to third parties.

Accept as otherwise provided for within this agreement, no employee or volunteer of Lessee shall be permitted on the premises, drive vehicles on the grounds, enter or access buildings, or conduct maintenance on or within any part of the grounds without prior written approval from the County Administrator or designee.

**18) ACCESS.** Lessee will allow Lessor and Lessor's agents free access at all reasonable times to said Leased Facilities for the purpose of inspection of or making repairs, additions, or alterations to the Leased Facilities or any property owned by or under the control of Lessor.

**19) OBSERVANCE OF LAWS.** Lessee agrees to comply with all laws of the State of Washington and the United States, and all applicable local laws, in connection with its activities at the Leased Facilities and ensure that all subtenants comply with such laws as well.

**20) NO ASSIGNMENT OR TRANSFER.** No transfer or assignment of this Lease Agreement shall be valid unless and until first approved in writing by Lessor, nor shall this Lease Agreement be assignable by operation of law.

**21) WASTE.** Lessee agrees it will not commit or permit any waste to the Leased Facilities.

**22) SURRENDER.** Lessee covenants and agrees that it will surrender and deliver all of the Leased Facilities and premises to Lessor peaceably and quietly at the end of the term, or the termination of this Lease Agreement if earlier terminated, in as good order and condition as the same exists at this date, or in the improved condition existing at the end of the term or termination of this Lease Agreement, reasonable use, occupation and wear thereof, or damage by fire, the elements, act of God expressly excepted.

**23) LIENS AND INSOLVENCY.** Lessee shall keep the Leased Facilities free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may immediately cancel and terminate this Lease Agreement at Lessor's option.

**24) NON-WAIVER OF BREACH.** The failure of Lessor to insist upon strict performance of any of the covenants and agreements of this Lease Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect. All waivers of any provisions(s) of this Lease Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

**25) NOTICES.** Each provision of this Lease Agreement and any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice by Lessor to Lessee or with reference to the sending, mailing or delivery of any notice or the making of any payment by Lessee to Lessor shall be deemed to be complied with when and if the following steps are taken:

- a) All rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to Lessor at the address set forth below or at such other address as Lessor may specify from time to time by written notice delivered in accordance herewith. Lessee's obligation to pay rent and any other amounts to Lessor under the terms of this Lease Agreement shall not be deemed satisfied until such rent and other amounts have been actually received by Lessor.
- b) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

**LESSOR:**

Benton County Board of  
Commissioners  
620 Market Street  
Prosser, Washington 99350

**LESSEE:**

Tri-City Racing Association  
c/o President  
PO Box 6662  
Kennewick, Washington 99336

**25) HAZARDOUS MATERIALS.** Lessee agrees that Lessee shall not use, generate, treat, store or dispose of Hazardous Material on the Leased Facilities except in accordance with any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Leased Facilities. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Leased Facilities caused or permitted by Lessee results in contamination of the Leased Facilities, then Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation diminution in value of the Leased Facilities, damages for the loss or restriction on the use of rentable or usable space or of any adverse impact on marketing of space on the Leased Facilities, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the termination or expiration of this Lease Agreement as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency, political subdivision lender or buyer because of Hazardous Material present in the soil or groundwater on or under the Leased Facilities diminution in value of the Leased Facilities, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Facilities, damages arising from any adverse impact on marketing of space in the building, and sums paid in settlement of claims attorney's fees, consultant fees, laboratory fees and expert fees. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Facilities caused or permitted by Lessee results in any contamination of the Leased Facilities, Lessee shall promptly take all actions at its sole expense as are necessary to return the Leased Facilities to the condition existing prior to the contamination of the Leased Facilities by any such Hazardous Material; provided, however, the Lessor's approval of such action shall first be obtained, which approval shall not be unreasonably withheld.

Lessee will deliver to Lessor copies of any documents received from, or sent by Lessee to, the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Lessee's operations on the Leased Facilities.

As used herein, the term "Hazardous Material" means any substance which is: (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or


contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted; (ii) a petroleum hydrocarbon including crude oil or any fraction thereof and all petroleum products; (iii) PCBs; (iv) lead; (v) asbestos; (vi) flammable explosives; (vii) infectious materials; or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42U.S.C. § 1251 *et seq.*, and the Washington Model Toxics Control Act Chapter 70.105D, Revised Code of Washington, as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup transportation or release or threatened release into the environment or Hazardous Material.

**26) DEFAULT OR BREACH.** In the event of a breach of any terms of this Lease Agreement by Lessee or by Lessor, the non-breaching party may elect to terminate this Lease Agreement. Provided, however, except for terminations based on any of the conditions and provisions set forth in Sections **1, 8, 11,** and **22** above, the defaulting or breaching party shall first receive written notice of such default or breach and have the thirty (30) days within which to cure the default or breach, and if such cure is made within such thirty (30) days the termination shall not take effect. If such cure is not made within the thirty (30) days, the Lease Agreement shall be canceled and fully terminated at the end of such thirty (30) day period. Lessee shall be responsible for any costs and expenses of Lessor incurred in connection with any notice of default and termination.

**27) AUTHORITY/CONSENT.** The undersigned on behalf of Lessee hereby personally represent and warrant that they are members of the Board of Directors of Lessee and that their collective signatures hereon constitutes a valid action by and authorization of such board to bind Lessee to the terms of this Lease Agreement.

LESSOR: BENTON COUNTY

LESSEE: Tri-City Racing Association



Chairman



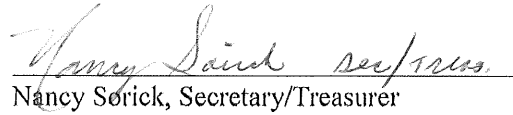
Kent Hoover, President

Date: 2-7-2019

Date: 02-06-19

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Malon Cowgill, Vice President



Nancy Sorick, Secretary/Treasurer



Ken Williams, Director

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Francis Martin, Director

**LESSOR: BENTON COUNTY**

**LESSEE: Tri-City Racing Association**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Kent Hoover, President**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Malon Cowgill, Vice President**

\_\_\_\_\_  
**Nancy Sorick, Secretary/Treasurer**

\_\_\_\_\_  
**Ken Williams, Director**

*Francis Martin*  
\_\_\_\_\_

**Francis Martin, Director**

LESSOR: BENTON COUNTY

LESSEE: Tri-City Racing Association

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Kent Hoover, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maureen Craybill, Vice President

\_\_\_\_\_  
Nancy Strick, Secretary/Treasurer

\_\_\_\_\_  
Ken Williams, Director

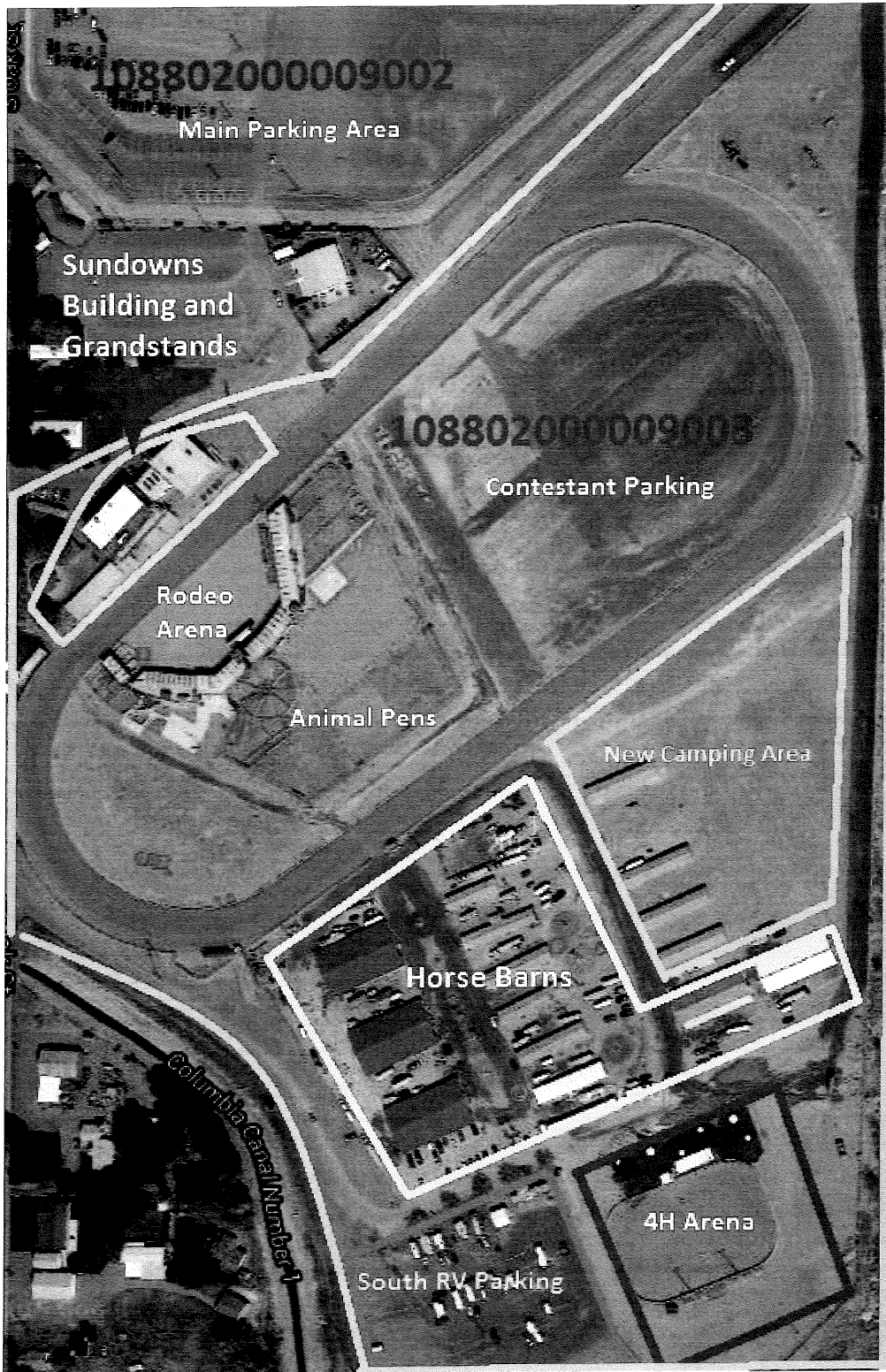
\_\_\_\_\_  
Francis Martin, Director

## EXHIBIT A

### LEGAL DESCRIPTION FOR 1-0880-200-0009-003:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER SECTION 08, TOWNSHIP 08 NORTH, RANGE 30 EAST, OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 08; THENCE ALONG THE WEST LINE OF SAID SECTION SOUTH 00°54'19" WEST 40 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF EAST 10TH AVENUE; THENCE SOUTH 00°54'19" WEST 1400.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 62°29'12" EAST 393.17 FEET; THENCE NORTH 72°58'07" EAST 164.72 FEET; THENCE NORTH 47°27'47" EAST 1110.46 FEET TO A POINT WHICH IS 60 FEET FROM AND PERPENDICULAR TO THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF COLUMBIA IRRIGATION DISTRICT LATERAL NO. 2; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN SOUTH 45°33'48" EAST 48.93 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE ALONG THE SAID EAST LINE SOUTH 00°48'45" WEST 2181.54 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 08; THENCE ALONG SAID SOUTH LINE NORTH 89°37'49" WEST 841.74 FEET TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF COLUMBIA IRRIGATION DISTRICT'S LATERAL NO. 1 WHICH IS ON A CURVE WITH A RADIUS POINT WHICH BEARS SOUTH 86°45'05" WEST 467.72 FEET; THENCE ALONG SAID RIGHT OF WAY MARGIN AND SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 122.87 FEET; THENCE NORTH 16°22'35" WEST 115.02 FEET TO A NON-TANGENT CURVE WITH A RADIUS POINT WHICH BEARS SOUTH 75°31'37" WEST 289.66 FEET; THENCE ALONG SAID CURVE TO THE LEFT, FOR AN ARC DISTANCE OF 233.25 FEET; THENCE NORTH 56°43'41" WEST 242.46 FEET; THENCE NORTH 61°00'23" WEST 55.77 FEET; THENCE NORTH 64°17'42" WEST 39.14 FEET TO THE CALCULATED POSITION OF THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF FAIRWAY DRIVE; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY MARGIN OF FAIRWAY DRIVE NORTH 04°22'25" WEST 56.96 FEET TO A 113.19 FOOT RADIUS NON-TANGENT CURVE WITH A RADIUS POINT WHICH BEARS SOUTH 81°46'33" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT-OF-WAY MARGIN, TO THE LEFT FOR AN ARC DISTANCE OF 35.98 FEET TOT THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 00°54'19" EAST 550.89 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 46.64 ACRES, TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW. (AF#2013-025493,07/24/2013, SURVEY #4423) AND (QCD 2013-026572, 07/31/2013).

**EXHIBIT B**



<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>		
		<u>NEEDED</u>		
Meeting Date:	<u>02/25/2020</u>	Execute Contract		Consent Agenda X
Subject:	<u>Salary Request</u>	Pass Resolution	X	Public Hearing
	<u>Statement – IT</u>	Pass Ordinance		1st Discussion
	<u>Manager</u>	Pass Motion		2nd Discussion
Prepared by:	<u>K. Ainsworth</u>	Other		Other

### BACKGROUND INFORMATION

Per resolution 2014-306 the County Administrator has the option to place an employee being promoted at a B step or higher with approval provided by a separate resolution.

### SUMMARY

The County Administrator has promoted a current employee into the Manager, Information Technology position and the employee promoted has the experience to support the requested placement as a 10B (\$8,924.00).

### RECOMMENDATION

Recommend the Board of Benton County Commissioners sign the resolution and the salary request statement granting approval to place the employee promoted into the Manager, Information Technology position as a 10B on the Administrator's, Manager's, and Assistant Manager's salary schedule.

### FISCAL IMPACT

No supplement required.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE PLACEMENT OF THE EMPLOYEE PROMOTED TO THE MANAGER, INFORMATION TECHNOLOGY POSITION.

**WHEREAS**, the County Administrator, per resolution 2014-306 has the ability to place a promoted employee at the B step or higher of the new positions grade with approval by separate resolution; and

**WHEREAS**, the County Administrator has promoted a current employee into the Manager, Information Technology position; and

**WHEREAS**, the attached salary request statement identifies the promoted employee and the details of the requested placement; and

**WHEREAS**, the promoted employee has the relevant experience, education, and knowledge of the IT industry to support placing the employee as a 10B on the Administrator's, Manager's, and Assistant Manager's salary schedule; NOW, **THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby approves and signs the recommended placement of the employee identified in the attached salary request statement as a 10B on the Administrator's, Manager's, and Assistant Manager's salary schedule effective February 1, 2020; and

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

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

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

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
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

Linda Ivey

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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	\$37,615	518.400	new	Procurement Contract Coordinator	\$63,000
518.301	9169	Road Fund Services	\$52,335	518.400	2102	Social Security (FICA)	\$4,800
				518.400	2103	Medical Insurance	\$13,900
				518.400	2104	Retirement	\$8,000
				518.400	2119	Paid Family Leave Act	\$250
<b>TOTAL</b>			<b>\$89,950</b>	<b>TOTAL</b>			<b>\$89,950</b>

**Explanation:**

To appropriate funding for Procurement Contract Coordinator. Position is a non-barg grade 17. Position is effective March 1, 2020

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Member

\_\_\_\_\_ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b>  <b>Subject:</b> <u>Department of Children Youth and Families and County General Terms and Conditions Agreement #1983-56631</u> <b>Prepared by:</b> Deena Horton, Admin Asst.-DHS <b>Reviewed by:</b> Kyle Sullivan, Manager-DHS	Execute Contract <u>  X  </u> Pass Resolution <u>  X  </u> Pass Ordinance        _____ Pass Motion             _____ Other                     _____		Consent Agenda <u>  X  </u> Public Hearing           _____ 1st Discussion          _____ 2nd Discussion         _____ Other                     _____

**BACKGROUND INFORMATION**

The Department of Social and Health Services sets forth General Terms and Conditions that govern work to be performed under any Program Agreement between the parties.

**SUMMARY**

**Award:** N/A  
**Period:** July 1, 2019 through June 30, 2020  
**Funding Source:** N/A

**RECOMMENDATION**


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

**FISCAL IMPACT**

This Agreement does not have any fiscal responsibilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

Motion to approve signing Agreement #1983-56631 with the Department of Children Youth and Families, and to authorize the Chair to sign on behalf of the Board.

  
\_\_\_\_\_  
Kyle Sullivan, Manager

# RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

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

**RE: IN THE MATTER OF EXECUTION OF STATE OF WASHINGTON DEPARTMENT OF CHILDREN YOUTH AND FAMILIES (DCYF) AND COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS, CONTRACT #1983-56631, EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020**

**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of county property and management of county funds and business; and

**WHEREAS**, the Board of County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached agreement as being in the best interest of Benton County; and

**NOW, THEREFORE, BE IT RESOLVED**, the Benton County Board of Commissioners hereby approved the DCYF and County Agreement on General Terms and Conditions, Contract #1983-56631, effective July 1, 2019 through June 30, 2020.

**BE IT FURTHER RESOLVED**, the Benton County Board of Commissioners hereby authorizes the Chairman to sign said agreement on behalf of the Board.

BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Originals: Benton County Commissioners  
Human Services



# DCYF and COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS

DCYF Contract Number  
1983-56631

These General Terms and Conditions are between the state of Washington Department of Children Youth and Families (DCYF) 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:** 07/01/2019

**END DATE:** 06/30/2020

COUNTY NAME  
Benton County

DCYF INDEX NUMBER  
1122

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

COUNTY TELEPHONE  
(509) 783-5284

COUNTY FAX

DCYF CONTRACTS DEPARTMENT ADDRESS  
DCYF CONTRACTS DEPARTMENT  
PO Box 45710  
Olympia, WA 98504-5710

DCYF CONTRACTS DEPARTMENT TELEPHONE  
(360) 902-8266

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

## DCYF/County General Terms & Conditions

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 Children Youth and Families (DCYF) 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. "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.
  - c. "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.
  - d. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
  - e. "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).
  - f. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth and Families statewide agency contracting procedures, or their appropriate designee.
  - g. "DCYF Contracts Department" means the Department of Children Youth and Families statewide agency headquarters contracting office, or successor section or office.
  - h. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.
  - i. "Department of Children, Youth and Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
  - j. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - k. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF 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.

## DCYF/County General Terms & Conditions

- m. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF 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 DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.
  - 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 DCYF, or his/her designee.
  - p. "Subcontract" means a separate Agreement 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 DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.
4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF 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 DCYF 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:

## DCYF/County General Terms & Conditions

- (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 DCYF 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 DCYF 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

## DCYF/County General Terms & Conditions

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 DCYF ("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 DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF 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. DCYF 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

## DCYF/County General Terms & Conditions

all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF 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 DCYF 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 DCYF 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 DCYF 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.** DCYF 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 DCYF 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 DCYF 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

## DCYF/County General Terms & Conditions

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 DCYF as a part of any Program Agreement shall be owned by DCYF 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 DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, 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 DCYF, 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 DCYF 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, DCYF 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 DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF 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

## DCYF/County General Terms & Conditions

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 DCYF 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 DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF 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, Agreement Renegotiation or Suspension.**

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after

## DCYF/County General Terms & Conditions

the effective date of this Agreement but prior to the normal completion of any Program Agreement:

- a. At DCYF'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, DCYF may suspend County's performance of any Program Agreement when DCYF 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 subsection, "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 DCYF 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 DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.
  - (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF 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. DCYF 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. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days advance written notice to the County. DCYF 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 DCYF in the event the termination option in this section is exercised.

**25. Termination for Convenience.** The DCYF Contracts Administrator, or appropriate designee, 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 DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

**26. Termination for Default.**

- a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:
  - (1) Failed to meet or maintain any requirement for contracting with DCYF;

## DCYF/County General Terms & Conditions

- (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 DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF 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 DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF 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 DCYF, if the County has a reasonable basis to believe that DCYF 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 DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's 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 DCYF contact person (or to his or her



## DCYF/County General Terms & Conditions

successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DCYF 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 DCYF that is in the possession of the County pending return to DCYF.

- c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.
- d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF 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 DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF 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 DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

#1983-56631  
DCYF contract  
Index Number 1122

Benton County Commissioner Chair	Printed Name and Title	Date Signed
<p>Approved as to form:</p>  <p>Benton County Prosecuting Attorney's Office</p>		<p>Approved as to content:</p>  <p>Kyle Sullivan Administrator, Human Services</p>

DCYF and County Agreement  
On General Terms and Conditions  
7/01/2019 – 6/30/2020

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b> <b>Subject:</b> <u>Grant Agreement #2020-HHAA-SHCN</u> <u>between Benton Franklin Counties</u> <u>Department of Human Services and Safe</u> <u>Harbor Crisis Nursery</u>  <b>Prepared by:</b> Mari Clark, Contract Mgr-DHS <b>Reviewed by:</b> Kyle Sullivan, Administrator-DHS	<b>Execute Agreement</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to contract with Safe Harbor Crisis Nursery to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness.

The program will provide overnight shelter for homeless teens by providing immediate response to basic human needs, including safe cover at night until homeless teens have access to decent and safe housing. Provide support services including; meals, personal items, structured programs including activities and educational experiences. Each teen will also receive therapeutic interventions, family reconciliation services, job training, substance abuse referrals and mental health service referrals according to each client's assessed needs.

**COORDINATION**

Eric Andrews-BCPA  
 Kyle Sullivan, DHS  
 Mari Clark, DHS

**SUMMARY**

**Award:** \$50,400.00  
**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 \$50,400.00.

**MOTION**

To approve signing Grant Agreement #2020-HHAA-SHCN between Benton and Franklin Counties Department of Human Services and Safe Harbor Crisis Nursery, 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-SHCN BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND SAFE HARBOR CRISIS NURSERY, 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 Safe Harbor Crisis Nursery to assist County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties 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 will provide overnight shelter for homeless teens, not to exceed 90 days, by providing immediate response to basic human needs, including safe cover at night until homeless teens have access to decent and safe housing. Provide support services including; meals, personal items, structured programs including activities and educational experiences. Each teen will also receive therapeutic interventions, family reconciliation services, job training, substance abuse referrals and mental health service referrals according to each client's assessed needs; **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-SHCN between Benton and Franklin Counties Department of Human Services and Safe Harbor Crisis Nursery, 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 \$50,400.00; 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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Grant Agreement #2020 - HHA - SHCN**

**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 **Safe Harbor Crisis Nursery**, a non-profit corporation, with its principal offices at 1111 North Grant Place, 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](mailto:Kyle.Sullivan@co.benton.wa.us)

**Contractor's Contact Information/Authorized Representative:**  
Karen Kirk-Brockman, Executive Director  
Safe Harbor Crisis Nursery  
1111 North Grant Place  
Kennewick, WA 99336  
Phone: (509) 783-5734  
Fax: (509) 783-5756  
Email: [shcnkaren@gmail.com](mailto:shcnkaren@gmail.com)

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 \$50,400.00  
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:**

Karen Kirk-Brockman

Title: Executive Director Date 1/23/20

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date

\_\_\_\_\_  
Attest: Clerk of the Board

Approved as to Content:

Approved as to Form:

[Signature]  
Department of Human Services

[Signature]  
Benton County Prosecutor's Office

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## DEFINITIONS

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### 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 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;
- 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<sup>[EA1]</sup><sub>[SB2]</sub> 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.

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## STATEMENT OF WORK

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[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.

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### **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.

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### **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

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### **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.

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**GENERAL TERMS AND CONDITIONS**

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**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**<sup>[EA5]</sup><sub>[SB6]</sub>**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 <sup>[EA7]</sup>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<sup>[EA8]</sup><sub>[SB9]</sub> 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<sup>[EA10]</sup>.

**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.

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## CONSIDERATION AND PAYMENT PROVISIONS

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- 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. OPERATIONS:** Shelter operating costs available for reimbursement for operations provided during each month between January 1, 2020 and December 31, 2020 and shall not exceed \$50,400.00 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 10<sup>th</sup> 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**  
**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), 3<sup>rd</sup> 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.

<b>Household Size</b>	<b>Unit Size Allowable</b>
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](mailto:Mari.Clark@co.benton.wa.us)  
Phone: (509) 737-3902

**Safe Harbor Crisis Nursery**  
**2020-HHAA-SHCN**  
Benton County  
January 1, 2020 - December 31, 2020

**Exhibit A**

<b>Shelter Operations</b>	<b>Comutation</b>	<b>Cost</b>
Shelter Operations	\$4,200 per month x 12 months	\$50,400.00
<b>Total Contract Amount:</b>		<b>\$50,400.00</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 Safe Harbor Support Center, I, Marion Kirk-Brockman, 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.

Marion Kirk-Brockman  
Agency Representative and Date

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

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	February 25, 2020	Execute Contract	<input type="checkbox"/>
Subject:	Rescinding Resolution 2019-732 to terminate NexVortex Inc. Contract dated October 8, 2019 and Signing a New 3-year Contract with NexVortex Inc. for Benton County Voice Services.	Pass Resolution	<input checked="" type="checkbox"/>
		Pass Ordinance	<input type="checkbox"/>
		Pass Motion	<input type="checkbox"/>
Prepared By:	Robert Heard	Other	<input type="checkbox"/>
Reviewed By:	Linda Ivey Jennifer Bowe		
		Consent Agenda	<input checked="" type="checkbox"/>
		Public Hearing	<input type="checkbox"/>
		1 <sup>st</sup> Discussion	<input type="checkbox"/>
		2 <sup>nd</sup> Discussion	<input type="checkbox"/>
		Other	<input type="checkbox"/>

### **BACKGROUND INFORMATION**

On October 8, 2019, per Resolution 2019-732, the Board signed a 36-month NexVortex contract to move the County's existing voice services composed of Primary Rate Interface (PRI) circuits from XO Communications Services, LLC now Verizon to Session Initiation Protocol (SIP) technology. After IT moved the County voice services to NexVortex in January 2020, NexVortex noticed the County more than doubled its monthly inbound and outbound minutes which increased the County's costs from the contracted \$1,070.50 to over \$3,084.64 for the January monthly billing. To help the County reduce costs, NexVortex has put together a new contract that adds additional minutes without the overage cost increases.

NexVortex replaced the County's previous voice services provider XO Communications which was costing the County a budgeted monthly cost of \$5000.

### **SUMMARY**

Rescind Resolution 2019-732 terminating NexVortex's 3-year contract from October 8, 2019 and sign a new 3-year contract with NexVortex adding the necessary contracted services that will reduce the costs from \$3,084.64 to a new contracted total of \$1,801.50 plus WSST.

### **RECOMMENDATION**

Information Technology recommends that the Board sign a new 3-year contract with NexVortex to reduce voice services costs to the County.

### **FISCAL IMPACT**

Information Technology's budget will cover all costs.

### **MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RESCINDING RESOLUTION 2019-732 TO TERMINATE 3-YEAR NEXVORTEX INC. CONTRACT DATED OCTOBER 8, 2019 AND SIGNING A NEW 3-YEAR NEXVORTEX INC. CONTRACT FOR BENTON COUNTY VOICE SERVICES.

WHEREAS, on October 8, 2019, per Resolution 2019-732, the Board of Benton County Commissioners signed a 3-year NexVortex Inc. contract to provide voice services for Benton County at a monthly rate of \$1,070.50 plus WSST; and

WHEREAS, after Information Technology moved Benton County to NexVortex Inc. voice services in January 2020, NexVortex noticed the County more than doubled its estimated monthly inbound and outbound minutes which increased the County's costs to \$3,084.64 for January 2020 monthly billing; and

WHEREAS, to reduce future costs, NexVortex Inc. has provided a new 3-year contract that includes additional inbound and outbound minutes that will reduce the monthly costs to \$1,801.50 excluding WSST; NOW THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs and approves rescinding Resolution 2019-732 to terminate 3-year NexVortex Inc. contract dated October 8, 2019 and signing a new 3-year NexVortex Inc. contract for Benton County voice services for a monthly cost of \$1,801.50 excluding WSST; and

BE IT FURTHER RESOLVED, The Board of County Commissioners authorizes the Chairman of the Board to sign the proposed 3-year NexVortex Inc. contract that commences upon signature.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_

Constituting the Board of County Commissioners  
of Benton County, Washington



# nV1000 Plan - Service Agreement



nexVortex SIP Trunking



Take advantage of the many benefits of SIP Trunking for your business with your nexVortex service plan. In addition to cost savings, this next generation service plan provides your business with flexibility, control, excellent call quality and redundancy.

**Flexibility:** Take Advantage of true untethered telecom service that is not bound by wire lines or a physical connection. Your SIP Trunking service plan can be run over most internet connections or multiple different internet connections. This provides tremendous flexibility and redundancy options while historically providing a significant cost savings for single site or multi-site customers. Chances are that your office already has enough bandwidth capacity in place that can be utilized for your SIP Trunking deployment.

**Control:** You will have access to our advanced account management web portal. Through this easy to use interface, you can configure and manage your active services, preset disaster recovery routing, access real time billing, order services, run reports and much more.

**Better Quality:** Overseeing your voice sessions is our Service Assurance Manager (SAM). SAM continually monitors our network, allowing us to take corrective action before issues happen. nexVortex uses high quality originating and terminating gateways that connect your calls directly to the most appropriate regional gateway, ultimately providing the best possible service quality.

**Disaster Recovery:** The nexVortex Auto-Detecting Disaster Recovery Module enables you to set pre-determined failover routes for all of your DID and Toll Free numbers. In the event of a power outage, internet access failure, or problem at your location affecting your PBX nexVortex will auto-detect the inbound call failure and re-route your inbound call. This re-route can be to another IP-PBX, secondary IP connection, or back-up PRI or analog line. Each DID or Toll Free number can have its own specific failover rules with up to three failover rules per number.





**Customer Information**

Company Name : Benton County

Street Address : 620 Market Street

Suite Number : \_\_\_\_\_

City, State : Prosser WA

Zip Code : 99350

Contact Name : Robert Heard

Contact Phone : (509) 582-2175

Contact E-Mail : cpaskewich@compunet.biz

**Channel Manager Information**

Channel Manager : Ryan Good

Phone : 3035634955

E-Mail : rgood@nexvortex.com

Contract Expiration (Sign by date) : 02/07/2020

Contract Term (yrs) : 3

**620 Market Street, Prosser WA 99350**

Voice Services	QTY	Unit Price	Monthly
nV1000 Plan	1	\$999.00	\$999.00
Outbound Calling (60000 mins Included with nV1000)	1	\$0.00	\$0.00
-----> Outbound Calling Overage (\$0.016 per min)	1	\$0.00	\$0.00
Inbound Calling (60000 mins Included with nV1000)	1	\$0.00	\$0.00
30,000 Additional Inbound Minutes	1	\$450.00	\$450.00
-----> Inbound Calling Overage (\$0.016 per min)	1	\$0.00	\$0.00
Inbound Toll Free Calling (500 mins Included with nV1000 Plan)	1	\$0.00	\$0.00
-----> Toll Free Calling Overage (\$0.024 per min)	1	\$0.00	\$0.00
DIDs (100 Included with nV1000 Plan)	1	\$0.00	\$0.00
Fully Loaded DID Bundle (100 Pack)	1	\$75.00	\$75.00
Fully Loaded DID Bundle (250 Pack)	2	\$125.00	\$250.00
Inbound Caller ID Name (100 Included with nV1000 Plan)	1	\$0.00	\$0.00
Toll Free Numbers (2 Included with nV1000 Plan)	1	\$0.00	\$0.00
E911 Locations (1 Included)	1	\$0.00	\$0.00
Additional E911 Locations	11	\$2.50	\$27.50



Auto Detecting Disaster Recovery Re-Routing Included for each DID/TF Number	1	\$0.00	\$0.00
Customer Portal for Account Management - Included	1	\$0.00	\$0.00
<b>Installation Services</b>			
	<b>QTY</b>	<b>Unit Price</b>	<b>One-Time</b>
DIDs to Port (100 Included with nV1000 Plan)	1	\$0.00	\$0.00
Outbound Caller ID Name (100 Included with nV1000 Plan)	1	\$0.00	\$0.00
Toll Free Numbers to Port (2 Included with nV1000 Plan)	1	\$0.00	\$0.00
<b>Site Total</b>	<b>Monthly</b>	\$1,801.50	<b>One-Time</b>
			\$0.00
<b>Order Totals</b>	<b>Monthly</b>	\$1,801.50	<b>One-Time</b>
			\$0.00



**PRODUCTION PLAN: TERMS**

**Additional Minute Usage:**

Usage overage rates and international rates are outlined in greater detail at (<https://www.nexvortex.com/terms/>) --> Exhibit B.

**Billing and Payments:**

By default the customer service plan is setup as a prepaid account. For customers billing over \$500/month, a credit line can be applied for with a completed credit application. Account base charges are billed on a calendar month basis with additional features ordered and minute overages billed in real time (as used/ordered). Statements are not mailed; all billing statistics are available through customers online web portal.

**Electronic Fax Service (If Applicable):**

Each Electronic Fax number includes one (1) simultaneous call path which includes 200 pages of outbound faxing and 200 pages of inbound faxing per calendar month. Additional pages used above 200 fax pages in either direction can be billed at 3.5 cents per minute. Outbound faxes are flat rate to any location in the contiguous US 48 states. Faxes outside 48 states are subject to regional rates for that given terminating region.

**Term:**

3 Year Term Agreement. Term will end 3 years from start of service as laid forth below under "Start of Service". Service agreement will automatically renew each year in 1 year increments upon completion of original term. Cancellation of automatic service renewal requires 30 day advance written notice before the completion of the current term sent by email to support@nexvortex.com.

**Start of service:**

nexVortex provides same day service provisioning of trunk lines and features. Benton County elects to begin service with aforementioned production service plan (RFQ#: 7628422095) starting 02/01/2020.

By signing this agreement, you (authorized signer) are signifying that you have carefully read, understand, and accept this service agreement and the terms and conditions as laid forth on the nexVortex website (<https://www.nexvortex.com/terms>).

If you cancel or terminate your account prior to the end of the term agreement, (as defined in Section 5.0 of the nexVortex Terms and Conditions), any amounts due for the time remaining on your initial term agreement are still due and payable in full. Canceling service does not over-ride the contractual obligation to pay.

By signing this agreement you accept and are bound by these terms.

**Officer of the Company**

Name: Jim Beaver

Title: Chairman, Board of Benton County Commissioners

Company: Benton County

Date: \_\_\_\_\_  
Authorized Signature

**Primary Billing Contact**

Name: Robert Heard

Title: Manager, Information Technology

Email: robert.heard@co.benton.wa.us

Phone: 509-786-5603

**Primary Account Contact**

Name: Same as Primary Billing Contact

Title:

Email:

Phone:

**Additional Account/Billing Contact**

Name: Information Technology Department

Title: IT Billing Account

Email: central.services@co.benton.wa.us

Phone: 509-786-5603

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 126.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Dept., Auditor

C. McKenzie

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
576-800	4500	Rentals	\$3,318	576-800	9802	ER&R Vehicle Maint.	\$3,000
				576-800	9103	ER&R Fund Services	\$318
TOTAL			\$3,318	TOTAL			\$3,318

**Explanation:**

Transfer needed to pay for maintenance performed on equipment by the Road Dept. and auction services that was not originally budgeted.

Prepared by:

Date:

Approved

Denied

Date: 2/25/2020

\_\_\_\_\_  
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, DEPARTMENT NUMBER 116

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

Dated this 25th day of February, 2020

\_\_\_\_\_  
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:GW/djh

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Planning Department

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
558.602	4103	Professional Services	\$9,700	553.110	4102	Professional Services	\$9,700
<b>TOTAL</b>			<b>\$9,700</b>	<b>TOTAL</b>			<b>\$9,700</b>

**Explanation:**

The transfer of funds is necessary in order to fund the Rural Water Supply Program for 2020 as approved by the Board of County Commissioners. The software purchase has been approved by the Board of County Commissioners per Res. 2020-081.

Prepared by: Donna Hutchinson

Date: 21-Feb-2020

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Member

\_\_\_\_\_ Member

<p><b>AGENDA ITEM</b>  <b>MTG. DATE:</b> February 25, 2020  <b>SUBJECT:</b> Periodic Update of the Benton County Shoreline Master Program- <b>Public Participation Plan</b>  <b>MEMO DATE:</b> February 18, 2020  <b>Prepared By:</b> Greg Wendt</p>	<p><b>TYPE OF ACTION</b>  <b>NEEDED</b>  Execute Contract  Pass Resolution  Pass Ordinance  Pass Motion  Other</p>	<p>Consent Agenda  Open Record  Hearing  1st Discussion  2nd Discussion  Other</p>	<p><b>X</b></p>
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**BACKGROUND INFORMATION:**

The Shoreline Management Act (SMA), RCW 90.58, requires mandatory "periodic updates" to local shoreline master programs every eight (8) years. Every Washington city and county must periodically review and, if needed, revise its shoreline master program (SMP) to ensure compliance with the SMA.

Benton County is required to complete a periodic update of the County Shoreline Master Program by June 2021. As of today, the following steps have been completed or are in process:

1. In January 2020, the County entered into a grant agreement with the Washington State Department of Ecology for the periodic review of the County's Shoreline Master Program;
2. In January 2020, the County entered into a professional services contract with White Bluff's Consulting (Ben Floyd) to assist the County with the periodic review of the County's Shoreline Master Program; and
3. In February 2020, White Bluff's Consulting, in conjunction with the Benton County Planning Department, is proposing a **Public Participation Plan** to describe how Benton County will encourage early and continuous public participation through the process of reviewing the SMP.

**SUMMARY:**

This Public Participation Plan describes the steps that the Benton County will take to provide opportunities for public engagement and public comment, as well as County Planning staff contact information and web addresses. This plan is a working document and will be adjusted as needed to provide for the greatest and broadest public participation. The overall goal of the Public Participation Plan is to make the planning process accessible, inclusive, and engaging to stakeholders and all members of the public.

**FISCAL IMPACT:**

In January 2020, the County entered into a grant agreement with the Washington State Department of Ecology for the periodic review of the County's Shoreline Master Program.

**MOTION:**

A motion to approve the attached Public Participation Program as required by RCW 90.58, for the Shoreline Management Act Periodic Update 2021.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON IN THE MATTER OF COUNTY PLANNING RE: Shoreline Management Act (SMA), Public Participation Plan in accordance with the review and update of Benton County's Shoreline Master Program.

WHEREAS, the Washington State Legislature passed the Shoreline Management Act in 1971 (RCW 90.58), and the Act was adopted by referendum vote in 1972; and,

WHEREAS, Benton County's current Shoreline Master Program (SMP) was adopted on February 16, 2015; and,

WHEREAS, RCW 90.58.080 (2)(a)(v), requires Benton County to review, update, and adopt its shoreline master program in accordance with the provisions of the Shoreline Management Act (RCW 90.58) and the Shoreline Master Program Guidelines (WAC 173-26), on or before June 30, 2021; and,

WHEREAS, in January 2020, Benton County entered into a grant agreement with the Department of Ecology and a professional services contract with White Bluff's Consulting (Ben Floyd) to assist the County with the periodic review of the County's SMP; and,

WHEREAS, Benton County is proposing a Public Participation Plan to describe how Benton County will encourage early and continuous public participation through the process of reviewing the SMP; and,

WHEREAS, the overall goal of the Public Participation Plan is to make the planning process accessible, inclusive, and engaging to stakeholders and all members of the public; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said Public Participation Plan, NOW THEREFORE,

BE IT RESOLVED that Board approves the Benton County Public Participation Plan to encourage early and continuous public participation throughout the process of reviewing the SMP.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County  
Washington.

Attest.....  
Clerk of the Board

GW/djh



February 2020  
Benton County Shoreline Master Plan Update



# Public Participation Plan - Limited Amendment to the Shoreline Master Program Update

Prepared for Benton County

DRAFT

February 2020  
Benton County Shoreline Master Plan Update

# Public Participation Plan

**Prepared for**  
Benton County  
102206 E. Wiser Parkway  
Kennewick, WA 99338

**Prepared by**  
White Bluffs Consulting  
189205 East 36th Avenue  
Kennewick, Washington 99337

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## ABBREVIATIONS

County	Benton County
GMA	Growth Management Act
PPP	<i>Benton County Public Participation Plan</i>
RCW	Revised Code of Washington

# 1 Introduction and Overview

Benton County is undertaking a periodic review of its Shoreline Master Program (SMP), as required by the Washington State Shoreline Management Act (SMA), RCW 90.58.080(4). The SMA requires each SMP be reviewed and revised, if needed, on an eight-year schedule established by the Legislature. The review ensures the SMP stays current with changes in laws and rules, remains consistent with other county plans and regulations, and is responsive to changed circumstances, new information and improved data.

The Benton County Public Participation Plan (PPP) includes guidelines and procedures for early and continuous public participation, and opportunities for input and comment related to the review and update of the County's Shoreline Master Plan as well as County contact information and web address. This plan is a working document and will be adjusted as needed to provide for the greatest and broadest public participation. This work is funded by a grant from the Washington State Department of Ecology (Ecology).

## 2 Public Participation Goals and Objectives

The County recognizes the importance of early and continuous public participation in order to adequately reflect the County's citizens' input. The goal of the PPP is to make all citizens of the County aware of the SMP update process. Taken individually, the activities are not expected to reach and inform each and every citizen of the County. Collectively, however, the plan activities are designed to effectively and efficiently provide broad-based dissemination of information and maximize opportunity for citizen involvement and comment.

The following goals for public input are incorporated into the decision-making process:

- Provide interested parties with timely information, an understanding of the process, and multiple opportunities to review and comment on proposed amendments to the SMP.
- Actively solicit information from citizens, property owners and stakeholders about their concerns, questions and priorities for the Periodic Review process.
- Encourage interested parties to informally review and comment on proposed changes to the SMP throughout the process and provide those comments to decision makers.
- Provide forums for formal public input at project milestones prior to decision-making by local officials.
- Consult and consider recommendations from neighboring jurisdictions, federal and state agencies, and Native American tribes.

### 3 Public Meetings and Communications

The following are key meetings, workshops, and open houses that will be hosted by the County and the Benton County Planning Commission in order to encourage outreach and public involvement throughout the SMP review process:

- **Open House.** Benton County will host one public workshop in 2020 to inform the public on the SMP review and update process to update them on progress to date, and outline next steps.
- **Planning Commission Meetings.** Upon completion of preliminary drafts of updated SMP elements, the Benton County Planning Commission will receive presentations at one or more of their regular scheduled meetings on the updated information. Opportunity for public questions and input will be provided at these meetings.
- **Coordination with State Agencies.** Coordination will be conducted with Washington State Department of Ecology and Washington Department of Fish and Wildlife, and other interested state and local agencies to keep them informed of plan development progress and to solicit their comments early on in SMP review process. Copies of the environmental review documentation will also be provided to affected agencies for review and comment as part of the plan review and adoption process.
- **Public Hearing and Formal Comment Periods.** Once the Final Draft SMP update elements are completed, a formal public review will be conducted under the State Environmental Policy Act (RCW 43.21C) including a combined state/local public hearing and public comment period. All comments received during the public hearing and public comment period will be compiled and considered for inclusion into the SMP.
- **Develop and Maintain an Interested Parties List.** Identify interest groups such as the following and share information with these groups and others who request to be on the list:
  - Agencies and organizations included on the County's SEPA distribution list
  - Interested parties list from most recent SMP Update

Benton County Planning Department staff will place legal notices of hearings and comment periods in the County's official paper, currently the Prosser Record Bulletin. Hearing notices will be published at least 10 days prior to the hearing and shall include the date, time, location and purpose of the hearing. Legal notifications notifying dates and times of open houses and public hearings and comment periods will be distributed to the public via email, the U.S. Postal Service, and other public postings. Notices will also be provided on the Planning page of the County website and the SMP Update website.

The Planning Commission will be the primary forum for detailed review and recommendations to the Board of County Commissioners. Interested parties are encouraged to attend and provide comments

during the Planning Commission/Board of County Commissioners workshops, open houses, and public hearings. All meetings and hearings before the Planning Commission and Board of County Commissioners will be audio recorded and the audio recording will be available on the Planning Commission's Agenda page on the County's website. Meeting minutes also will be made available on the Planning Commission's Agenda page on the County's website and final approval.

## 4 Public Involvement and Outreach Strategies

Described below are key strategies developed to encourage outreach and public involvement throughout the SMP review and update process. Implementation of these strategies is expected to generate meaningful public participation.

### 4.1 Website

The County's SMP amendment page on the Planning department website:

<https://tinyurl.com/SMP2021Update> will include an SMP update page. This site will provide a public forum for obtaining SMP update information, including but not limited to the following:

- Status updates
- Meeting notices and agendas
- Draft documents and maps
- An email address for submitting public comments

### 4.2 Communications

An email distribution list will be maintained for individuals and groups who wish to receive periodic project announcements, public notices of upcoming public meetings, and other comprehensive planning and development codes update-related information. Those interested in being included on the email distribution list should contact the Benton County Planning Department. Additionally, the County will conduct the following activities:

- The Planning Department will issue news releases announcing the public meeting and hearing times, dates and locations to the local media.
- Public Notice of all public hearings and adoptions will be published under "legals" in the classified section of the Official County Newspaper at least 10 days in advance of the hearing.
- All meeting and hearings before the Planning Commission and Board of County Commissioners will be audio recorded.
- All persons desiring to speak or submit written comments will be allowed to do so at all meetings and hearings before the Planning Commission and Board of County Commissioners or during designated comment periods.
- Benton County may utilize one- or two-page information sheets to facilitate the dissemination of public information.

### **4.3 Work Products**

The SMP update website will be updated with documents as they become available. Hard copies will be available for the cost of reproduction upon request from the Benton County Planning Department.

### **4.4 Public Comment**

Interested parties will be encouraged to provide comments to the County by letter or email. All comments will be forwarded to the Planning Commission and Board of County Commissioners. The Periodic Review webpage will be the central repository for information under consideration.

The Planning Commission will conduct a public comment period and at least one public hearing to solicit input on the Periodic Review. The Board of County Commissioners will hold one public hearing before final adoption. The County will coordinate with the Department of Ecology on public notification of comment periods and hearings to take advantage of Ecology's optional SMP amendment process that allows for a combined state-local comment period (WAC 173-26-104).

## **5 Public Involvement Implementation and Documentation**

### **5.1 Public Participation Timeline**

The following is a general timeline including anticipated public participation opportunities. Benton County will coordinate with the Department of Ecology throughout the process.

- Public Open House – Fall 2020
- Planning Commission workshops tentatively planned for October or November 2020 and January or February 2021
- Planning Commission Hearing with County/State combined public comment period on SMP Amendments – February or March 2021
- County Commission and State Agency adoption by June 30, 2021

### **5.2 Documentation**

All public outreach efforts and the results of those efforts will be documented in the administrative record maintained by the County. Documentation will include invitation letters and responses, meeting and hearing notices, meeting materials, meeting notes with attendance and comments received, draft and final work products, and other information as applicable.

## RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF ACCEPTING WORK PERFORMED BY BANLIN CONSTRUCTION, LCC UNDER CONTRACT FOR THE RICHLAND AUDITORS OFFICE DECOMMISSIONING PROJECT**

**WHEREAS**, on December 10, 2019 the Board of County Commissioners entered into a contract with Banlin Construction, LLC of Kennewick, Washington (Resolution 2019-916) for the Richland Auditors Office Decommissioning project; and

**WHEREAS**, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

**WHEREAS**, all close out paperwork is in order; and

**WHEREAS**, this project has been examined by the Public Works Manager and has been found to be in compliance with the applicable project specifications and drawings; and

**WHEREAS**, it is the Public Works Manager's recommendation that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners concur with the Project Manager's recommendation and hereby accept the work performed by Banlin Construction, LLC under contract for the Richland Auditors Office Decommissioning project as being completed in conformance with the contract documents.

Dated this 25th day of February 2020.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

<b><u>AGENDA ITEM</u></b>	<b><u>TYPE OF ACTION NEEDED</u></b>	
Meeting Date: 2/25/2020 _____	Execute Contract _____	Consent Agenda _____ X _____
Subject: Interlocal Agreement with Benton City for Certification Acceptance Services _____	Pass Resolution _____ X _____	Public Hearing _____
Prepared by: MSR _____	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Local governments regularly receive funding from the Federal Highway Administration (FHWA) for the construction of transportation system improvements. This funding typically comes in the form of grants.

In order to expend the grant funds the local government must have Certification Acceptance (CA) authority from FHWA. CA authority allows the agency to administer their own federal contracts and approve routine documents without direct involvement from FHWA. Benton City is not a CA approved agency so they must contract with another agency, who is CA approved, for those services. Benton County is a CA approved agency and has provided this service in the past for other small cities in the County.

Contracting with the County for CA services will allow Benton City to complete its 9<sup>th</sup> Street sidewalk improvements project. Benton County will review and approval all contract documentation for the project. Staff time for this review and approval is minimal and will be reimbursed by Benton City.

An interlocal agreement has been prepared outlining the duties for each agency. The agreement has been signed by the prosecuting attorney and by Benton City.

**SUMMARY**

Benton City must contact with another agency for Contract Administration services on a federally funded transportation project. Benton County has the authority to provide such services and will be reimbursed by Benton City for any staff time spent.

**RECOMMENDATION**

Staff recommends that the Board approve the Interlocal Agreement.

**FISCAL IMPACT**

Any staff time spent on the review and approval of contract documents will be reimbursed by Benton City. Staff time is already accounted for in the current budget.

**MOTION**

Approve as part of the consent agenda.

Exhibit B

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF BENTON CITY FOR THE COUNTY, THROUGH ITS PUBLIC WORKS DEPARTMENT, TO PROVIDE CERTIFICATION ACCEPTANCE SERVICES FOR BENTON CITY'S 9<sup>th</sup> STREET SIDEWALK PROJECT

WHEREAS, pursuant to RCW 39.34, local government units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, projects funded with Federal Aid project grants require the recipient to be an authorized Certification Acceptance agency through the Washington State Department of Transportation; the City of Benton City is not Certification Acceptance authorized and is unable to perform Federal Aid project administration and must contract with another agency to administer all aspects of the project; and

WHEREAS, the City of Benton City has requested that Benton County, who is Certification Acceptance authorized, perform administrative duties relating to the Federal Aid project for 9<sup>th</sup> Street Sidewalks; and Benton County, through its Public Works Department, is willing to provide contract administration services to Benton City for the 9<sup>th</sup> Street Sidewalk project; **NOW, THEREFORE,**

**BE IT RESOLVED** the Benton County Board of Commissioners hereby approves the attached Interlocal Cooperative Agreement between Benton County, through their Department of Public Works, and the City of Benton City to provide Certification Acceptance Services for Benton City's 9<sup>th</sup> Street Sidewalk project; and the Chairman of the Board of County Commissioners is hereby authorized to execute said Agreement; and

**BE IT FURTHER RESOLVED** this Agreement shall be effective when executed by both parties and shall continue through December 31, 2022.

Dated this 25<sup>th</sup> day of February 2020.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN CITY OF BENTON CITY AND BENTON COUNTY  
FOR CERTIFICATION ACCEPTANCE FOR THE 9TH STREET SIDEWALK PROJECT  
THROUGH THE PUBLIC WORKS DEPARTMENT**

This agreement is made and entered into by and between City of Benton City (hereinafter "Benton City") and Benton County (hereinafter "Benton"), pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I  
PURPOSE**

- 1.01 **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which Benton, through its Public Works Department, will provide Certification Acceptance services for Benton City for the 9th Street Sidewalk Project. Projects funded with Federal Aid project grants require the recipient to be an authorized Certification Acceptance agency through the Washington State Department of Transportation (WSDOT). Benton City is not Certification Acceptance authorized and as such must contract with another agency to administer all aspects of the project. Benton is Certification Acceptance authorized and is willing to provide contract administration services to Benton City for this project.
- 1.02 No new or separate legal or administrative entity is created by this Agreement.

**ARTICLE II  
ADMINISTRATION**

- 2.01 **ADMINISTRATOR.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
- 2.02 Benton City's representative shall be the Maintenance Foreman.
- 2.03 Benton's representative shall be the Public Works Administrator.
- 2.04 Benton City hereby authorizes Benton to perform administrative duties as set forth and contemplated by the WSDOT Local Agency Guidelines (LAG) manual and WSDOT form 140-550 attached hereto as Exhibit C. Benton shall perform such work in compliance with all WSDOT requirements.
- 2.05 Benton City shall pay all consultant, contractor and other costs related to the project directly, not through Benton. Benton City shall provide monthly invoice tracking sheets per the LAG manual for all billings and payments.

- 2.06 Benton City shall submit to Benton for approval all contracts, investments, designs and other engineering and administrative related documents prior to commencement of work.
- 2.07 Benton City shall be responsible to administer and coordinate all project activities and furnish copies of all letters and other documents relating to the project.
- 2.08 Benton City shall seek concurrence of Benton on any project change order or contract amendment which changes the scope of work or has a cost in excess of one-thousand dollars (\$1,000).

**ARTICLE III  
DURATION AND RENEWAL OF AGREEMENT**

- 3.01 **DURATION AND RENEWAL.** This Agreement shall be effective when executed by both parties and shall continue through December 31, 2022. The obligation to provide compensation for the use of equipment or service provided during the term of this Agreement shall survive this Agreement's termination or expiration.

**ARTICLE IV  
COMPENSATION**

- 4.01 **COMPENSATION.** Benton City hereby agrees to reimburse Benton for the costs of the work performed and shall be based on the actual cost of labor, equipment, plus all costs for fringe benefits to labor, including but not limited to, Social Security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. Also, an additional five percent (5%) of the total costs shall be added for overhead expenses for accounting, billing, and administrative services, after a certified statement of the costs is provided within thirty (30) days of the service or equipment rental. The amount shall be paid within thirty (30) days after billing.

**ARTICLE V  
PERFORMANCE OF AGREEMENT**

- 5.01 **COMPLIANCE WITH ALL LAWS.** Each party shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 5.02 **MAINTENANCE AND AUDIT OF RECORDS.** Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by either party or its designee, WSDOT representatives, and the Washington State Auditor's Office. Each party shall retain all such books, records documents, and other material for the applicable retention period under federal and Washington law.

- 5.03 **ON-SITE INSPECTIONS.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement and in compliance with federal, state, and local laws, rules, regulations, and ordinances.
- 5.04 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- 5.05 **IMPROPER INFLUENCE.** Each party agrees, warrants, and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 5.06 **CONFLICT OF INTEREST.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
- 5.07 **ASSIGNMENT AND SUBCONTRACTING.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties authorized representatives.
- 5.08 **NOTICE.** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to Benton shall be to the Public Works Administrator, P.O. Box 1001, Prosser, Washington 99350; and to the Benton County Commissioners, P.O. Box 190, Prosser, Washington 99350. Notice to Benton City for all purposes under this Agreement shall be to the Public Works Director of the City of Benton City, P.O. Box 70, Benton City, Washington 99320, and the Benton City, City Council, P.O. Box 70, Benton City, WA 99320.

## **ARTICLE VI INDEMNIFICATION**

- 6.01 **INDEMNIFICATION.** Benton City shall hold harmless, indemnify, and defend Benton 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 this Agreement or the work performed under this Agreement. Provided, that Benton City's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of Benton or its officers, officials, employees, or agents.
- 6.02 In any and all claims against the County or its officers, officials, employees, or agents by any employee of Benton City, 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 Section

6.01 of this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Benton City 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 Benton City expressly waives any immunity Benton City might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington.

- 6.03 **By executing this Agreement, the parties acknowledge that the foregoing waiver has been mutually negotiated by the parties. The parties' obligations under this Section 6 shall survive termination or expiration of this Agreement.**

#### **ARTICLE VII DISPUTES**

- 7.01 **DISPUTE RESOLUTION; GOVERNING LAW; VENUE.** In the event of a dispute regarding the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. Any judicial proceeding arising out of this contract shall be governed by the laws of the State of Washington, and suit may be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.

#### **ARTICLE VIII TERMINATION**

- 8.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

#### **ARTICLE IX GENERAL PROVISIONS**

- 9.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 9.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further subcontract or other means without the express written approval of the other party. Any such attempted assignment or delegation without express approval from the other party shall be void and shall constitute a material breach of this Agreement.

9.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or application of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

9.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

9.05 **INTERLOCAL COOPERATION ACT PROVISIONS.** All vehicles, equipment, inventory and any improvement thereon or fixtures purchased by Benton City, shall remain the sole property of Benton City. All vehicles, equipment, inventory and any improvements thereon or fixtures purchased by Benton, shall remain the sole property of Benton.

No independent special budget or funds are anticipated, nor shall be created without the prior written agreement of the parties. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement.

A copy of this Agreement shall be filed with the Benton County Auditor's office or posted on Benton City's or Benton's website as required by RCW 39.34.040.

9.06 **EVIDENCE OF AUTHORITY.** Upon execution of this Agreement, Benton City shall provide Benton and Benton shall provide Benton City with a copy of the resolution, ordinance, or other authority to execute this Agreement pursuant to RCW 39.34.030(2), and said documents shall be attached hereto and incorporated herein as Exhibit A (Benton City) and Exhibit B (Benton).

**IN WITNESS WHEREOF** said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF BENTON CITY, WASHINGTON

BENTON COUNTY, WASHINGTON

By:   
Mayor

By: \_\_\_\_\_  
Chairman, Board of County Commissioners

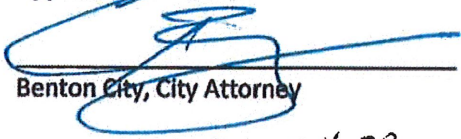
Attest:  
  
City Clerk

Attest:  
\_\_\_\_\_  
Clerk of the Board

Date: 2-11-20

Date: \_\_\_\_\_

Approved as to form:

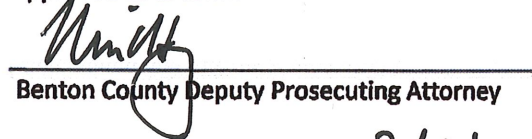


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Benton City, City Attorney

Date: 2-4-20

Approved as to form:



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Benton County Deputy Prosecuting Attorney

Date: 2/18/20

EXHIBIT A

RESOLUTION NO. 2020-05

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE INTERLOCAL COOPERATIVE AGREEMENT WITH BENTON COUNTY FOR CERTIFICATION ACCEPTANCE FOR THE 9<sup>TH</sup> STREET SIDEWALK PROJECT THROUGH THE PUBLIC WORKS DEPARTMENT**

**WHEREAS**, Chapter 39.34 RCW authorizes two or more public entities to contract with each other to perform functions that each may individually perform; and

**WHEREAS**, the City of Benton City has identified the need for the assistance of Benton County ("COUNTY") for certification acceptance for the 9<sup>th</sup> Street Sidewalk Project through the Public Works Department; and

**WHEREAS**, the COUNTY has the expertise and capabilities to perform the certification acceptance services; and

**WHEREAS**, the City of Benton City and the COUNTY have negotiated and agree to enter into an Interlocal Cooperative Agreement for certification acceptance services. NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON**, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Interlocal Cooperative Agreement between the City of Benton City and Benton County for Certification Acceptance Services, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.

**ADOPTED** this 4<sup>TH</sup> day of February 2020, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 4<sup>TH</sup> day of February 4, 2020.

Resolution 2020-05 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 4<sup>TH</sup> day of February 2020.

  
\_\_\_\_\_  
Linda Lehman, Mayor

Attest:

  
\_\_\_\_\_  
City Clerk/Treasurer

Approved as to Form:

  
\_\_\_\_\_  
Kerr Ferguson Law, PLLC  
City Attorney

EXHIBIT C

Agency: City of Benton City

Agency Number: Click here to enter text.

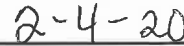
The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under Benton County CA status.

1. Adherence to the *Local Agency Guidelines* and all policies and procedures promulgated by the Washington State Department of Transportation (WSDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.
2. The overall approval authorities and conditions will be as follows:
  - a. The project prospectus will be reviewed and approved by the following official.  
Public Works Administrator (Position Title Only)
  - b. The local agency agreement will be reviewed and approved by the following official or officials.  
Public Works Administrator (Position Title Only)
  - c. The designs and environmental documents will be reviewed and approved by the following state of Washington registered Professional Civil Engineer.  
Public Works Administrator (Position Title Only)
  - d. The hearing's findings (if required) will be reviewed and approved by the following official or officials.  
Public Works Administrator (Position Title or Titles Only)
  - e. The contract plans, specifications and estimate of cost will be reviewed and approved by the following state of Washington registered Professional Engineer.  
Public Works Administrator (Position Title or Titles Only)
  - f. Agreements will be signed by the following responsible local official:
    - i. Railroad Public Works Administrator (Position Title Only)
    - ii. Utility Public Works Administrator (Position Title Only)
    - iii. Consultant Public Works Administrator (Position Title Only)
    - iv. Technical Services Public Works Administrator (Position Title Only)
  - g. The award of contract will be signed by the following responsible local official.  
Public Works Administrator (Position Title Only)
  - h. All projects will be constructed in conformance with the Washington State Department of Transportation/American Public Works Association (WSDOT/APWA) current *Standard Specifications for Road, Bridge, and Municipal Construction* M 41-10 and such specifications that modify these specifications as appropriate. Multimodal enhancement projects shall be constructed in conformance with applicable state and local codes.
  - i. The contract administration will be supervised by the following state of Washington registered Professional Civil Engineer. Public Works Administrator (Position Title Only)
  - j. Construction administration and material sampling and testing will be accomplished in accordance with *Construction Manual* M 41-01 and the Local Agency Guidelines.

3. The agency agrees that they have the means to provide adequate expertise and will have support staff available to perform the functions being subdelegated. The support staff may include consultant or state services.
4. The agency agrees that the signature on each project prospectus and local agency agreement will be consistent with section 2 above.
5. All projects under Certification Acceptance shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a three year period following acceptance of the project by WSDOT.
6. Approval of the local agency certification by the Director, Local Programs may be rescinded at any time upon local agency request or if, in the opinion of the Director, Local Programs, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification.



\_\_\_\_\_  
Mayor or Chairman



\_\_\_\_\_  
Date

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Feb. 25, 2020</u>	Execute Agreement <u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Pest management contract with Western Exterminator</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>slc</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>msr</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Benton County facilities, specifically the Road Maintenance Facilities and the Public Services Building, from time to time have issues with rodents and spiders, therefore it has been determined that a pest control management program is needed.

Per Resolution 2012-677, Section 4.0 Services “the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost. The Public Works Department was pleased with the pest control service previously provided by Rentokil North America, Inc. d/b/a/ Western Exterminator Company at the Prosser Maintenance Facility and the quotes provided by Western Exterminator were reasonable. The Public Works Manager recommends entering into a service contract with Western Exterminator.

**SUMMARY**

Pest management services are needed at Benton County facilities. Western Exterminator provides those services at a reasonable cost. A contract has been prepared and signed by Western Exterminator and now needs the Board’s approval.

**RECOMMENDATION**

It is recommended the Board approve the pest management contract with Rentokil North America, Inc. d/b/a Western Exterminator Company in an amount not to exceed \$20,000.00 including WSST which will expire on February 28, 2022.

**FISCAL IMPACT**

The majority to be expended from the ER&R and Road Fund for the maintenance facilities and a portion to be expended from Current Expense for the appropriate department using the services, with a total amount not to exceed \$20,000.00 from this date until February 28, 2022.

**MOTION**

Consent agenda.

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF AUTHORIZING RENTOKIL NORTH AMERICA, INC. d/b/a WESTERN EXTERMINATOR COMPANY TO PROVIDE PEST MANAGEMENT SERVICES AT BENTON COUNTY LOCATIONS**

**WHEREAS**, per Resolution 2012-677, Section 4.0 Services “the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost, and

**WHEREAS**, Benton County facilities, specifically the Road Maintenance Facilities and the Public Services Building, from time to time have issues with rodents and spiders, therefore it has been determined that a pest control management program is needed; and

**WHEREAS**, it is desirable to have all other Benton County facilities be covered under this program, if needed; and

**WHEREAS**, the Public Works Department was pleased with the pest control service previously provided by Western Exterminator Company at the Prosser Maintenance Facility; and

**WHEREAS**, the Public Works Manager recommends entering into a service contract with Western Exterminator Company for pest management services; and

**WHEREAS**, a contract has been prepared, approved as to form by the Deputy Prosecuting Attorney and signed by Western Exterminator Company; **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Benton County Board of Commissioners hereby approves to have Rentokil North America, Inc. d/b/a Western Exterminator Company provide pest management services at Benton County facilities for an amount not to exceed \$20,000.00 including WSST; and

**BE IT FURTHER RESOLVED**, the attached Personal Services Contract shall commence upon signature of both parties and expire on February 28, 2022.

Dated this 25th day of February, 2020.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

**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 **RENTOKIL NORTH AMERICA, INC. d/b/a WESTERN EXTERMINATOR COMPANY**, a corporation organized under the laws of the State of Pennsylvania with its principal offices at 1125 Berkshire Blvd., Suite 150, Reading, PA 19610 (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 document:

Exhibit A - Western Exterminator Company proposal dated January 11, 2020.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on the last date signed and shall expire on February 28, 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 a pest management program, detailed on Exhibit A – Western Exterminator Company’s proposal which is attached and incorporated herein by reference, on a monthly basis at the Benton County Kennewick Maintenance Facility at 102808 Wiser Parkway, Kennewick, WA; the Public Services Building at 102206 Wiser Parkway, Kennewick, WA; and the Prosser Maintenance Facility at 14303 Hinzerling Road, Prosser, WA.
- b. Any service needed for non-covered pests or at a Benton County location not listed in Exhibit A will be performed and charged at a negotiated rate.
- c. All rodent equipment and pre-baiting trays remain the property of the CONTRACTOR unless specifically noted. The COUNTY is responsible for the replacement of missing or damaged equipment at market value price.
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as 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: Bruce Fragie  
Address: P. O. Box 2265  
Deer Park, WA 99006  
Phone: 509-385-7128  
Email: [bruce.fragie@west-ext.com](mailto:bruce.fragie@west-ext.com)

b. For COUNTY:

Name: Mike McGhan  
Address: P. O. Box 1001  
Prosser, WA 99350  
Phone: 509-222-2306  
Email: [Michael.mcghan@co.benton.wa.us](mailto:Michael.mcghan@co.benton.wa.us)

**5. COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed twenty thousand dollars and no cents (\$20,000.00), 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 submit invoices to the COUNTY not more than once per month per site 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. Notwithstanding anything to the contrary elsewhere in this Agreement, CONTRACTOR'S cumulative liability to the indemnified parties under this Agreement is capped at \$3,000,000.00, whether that liability arises 1) directly from the CONTRACTOR to the indemnified parties; 2) the CONTRACTOR'S duty to defend and indemnify the indemnified parties from third party claims; or 3) the indemnified parties' rights and access to the CONTRACTOR'S relevant insurance policies as an additional insured.
- c. 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.**

- d. 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. **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.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or 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, notice of cancellation or change of required insurance coverages shall be mailed to 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 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.

**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 the last date signed.

Dated: \_\_\_\_\_

Dated: 2-13-20

FOR: BENTON COUNTY

FOR: RENTOKIL NORTH AMERICA, INC. d/b/a  
WESTERN EXTERMINATOR COMPANY

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Member

District Mgr  
Title:

\_\_\_\_\_  
Member

MATT OSILEA  
Print Name

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

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to Form

  
Reid Hay, Civil Deputy Prosecuting Attorney

January 11,2020

Public Service Building  
10206 E. Wiser Parkway  
Kennewick, WA. 99338

Attn: Shannon Christen

**Integrated Pest Management Plan**

**Focus:** Exterior rodent control via bait stations on the exterior of building (along your exterior walls only)  
Preventative insect control via exterior perimeter applications to control occasional invaders. Interior rodent control via interior metal tin cat rodent traps and insect monitors placed throughout the interior spaces (lunch room, utility rooms)

**Treatment Frequency:** Initial service includes placement and baiting of all rodent control devices on the exterior of all buildings and a comprehensive exterior perimeter treatment for ants, spiders and occasional invaders around main buildings. Interior service includes a thorough inspection of all interior areas and placement of interior tin cat traps and insect monitors.

Preventative rodent devices will be monitored, serviced and cleaned on a monthly basis. Exterior perimeter treatment for ants, spiders and various crawling insects takes place each service. Interior service includes servicing and cleaning all interior traps, insect monitors and inspecting all common areas. A service report will be generated upon each service, documenting any/all substances and services used and/or performed.

**Investment:**

Initial service/setup/exterior spray/equipment (No charge for equipment ) ( 4 Tin cats , 5 RBS )	\$175.00 (one time)
Regular monthly rodent service – beginning second month:	\$110.00/month

\*Call backs between regular monthly service visits for covered pest (rodents, ants, spiders, occasional invaders) in common areas are free of charge.

\*Sales tax added where required by state law

\*Each service billed on a net 30 basis as each service is completed

\*Any service for non cover pest( cockroaches, bed bugs, etc..) will be charged separate per job

January 11,2020

County of Benton – Benton County Road Dept. Kennewick Shop  
102808 E. Wiser Parkway  
Kennewick, WA. 99338

Attn: Shannon Christen

### **Integrated Pest Management Plan**

**Focus:** Exterior rodent control via bait stations on the exterior of the building ( exterior walls and along the fence line where company vehicles are parked ) Preventative insect control via exterior perimeter applications to control occasional invaders. Interior rodent control via interior metal tin cat rodent traps and insect monitors placed throughout the interior spaces( lunch room, shop areas and sign room )

**Treatment Frequency:** Initial service includes placement and baiting of all rodent control devices on the exterior of all buildings and a comprehensive exterior perimeter treatment for ants, spiders and occasional invaders around main buildings. Interior service includes a thorough inspection of all interior areas and placement of interior tin cat traps and insect monitors.

Preventative rodent devices will be monitored, serviced and cleaned on a monthly basis. Exterior perimeter treatment for ants, spiders and various crawling insects takes place a minimum of four times per year (winter, spring, summer and fall) or as needed. Interior service includes servicing and cleaning all interior traps, insect monitors and inspecting all common areas. A service report will be generated upon each service, documenting any/all substances and services used and/or performed.

### **Investment:**

Initial service/setup/exterior spray/equipment (35% off all equipment) (8 Tin cats , 40 RBS )	\$585.00 (one time)
Regular monthly rodent service – beginning second month:	\$245.00/month
Annual exterior spray (winter, spring, summer, fall or as need)	Included monthly price

\*Call backs between regular monthly service visits for covered pest ( rodents, ants, spiders, occasional invaders) in common areas are free of charge.

\*Sales tax added where required by state law

\*Each service billed on a net 30 basis as each service is completed

\*Any service for non cover pest (birds, cockroaches, etc..) will be charge separate per job

January 11,2020

County of Benton – Benton County Road Dept. Prosser Shop  
 14303 N. Hinzerling Rd.  
 Prosser, WA. 99350

Attn: Shannon Christen

**Integrated Pest Management Plan**

**Focus:** Exterior rodent control via bait stations on the exterior of building (along your exterior walls only)  
 Preventative insect control via exterior perimeter applications to control occasional invaders. Interior rodent control via interior metal tin cat rodent traps and insect monitors placed throughout the interior spaces (Lunch room, utility rooms and shop areas)

**Treatment Frequency:** Initial service includes placement and baiting of all rodent control devices on the exterior of all buildings and a comprehensive exterior perimeter treatment for ants, spiders and occasional invaders around all buildings. Interior service includes a thorough inspection of all interior areas and placement of interior tin cat traps and insect monitors.

Preventative rodent devices will be monitored, serviced and cleaned on a monthly basis. Exterior perimeter treatment for ants, spiders and various crawling insects takes place a minimum of four times per year (winter, spring, summer and fall ) or as needed. Interior service includes servicing and cleaning all interior traps, insect monitors and inspecting all common areas. A service report will be generated upon each service, documenting any/all substances and services used and/or performed.

**Investment:**

Initial service/setup/exterior spray/equipment (35% off all equipment ) (10 Tin cats, 38 RBS )	\$585.00 (one time)
Regular monthly rodent service – beginning second month:	\$210.00/month
Annual exterior spray (winter, spring, summer, fall or as needed)	Included in monthly price

\*Call backs between regular monthly service visits for covered pest (rodents, ants, spiders, occasional invaders) in common areas are free of charge.

\*Sales tax added where required by state

\*Each service billed on a net 30 basis as each service is completed



\*Any service for non cover pest( cockroaches, bed bugs, etc..) will be charged separate per job

Bruce Fragie

Account Executive – Western Exterminator

January 11,2020

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: <u>Feb. 25, 2020</u>	Execute Agreement	_____	Consent Agenda	<u>X</u>
Subject: <u>Purchase of herbicides</u>	Pass Resolution	<u>X</u>	Public Hearing	_____
Prepared by: <u>slc</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by: <u>D. D'Hondt</u>	Pass Motion	_____	2nd Discussion	_____
_____	Other	_____	Other	_____

**BACKGROUND INFORMATION**

Herbicides are used to control vegetation along County roads and occasionally on County owned property. The herbicides that were previously purchased have been dispersed and it is necessary to purchase additional herbicides for 2020. Washington State Contract No. 02917 allows for the purchase of herbicides from Helena Chemical Company, Wilbur-Ellis Company, LLC and Nutrien Ag Solutions, Inc. In the past the State Contract limited the vendors to specific regions of the State, so we were restricted to only using the vendors that were allowed to service our region. The State Contract has lifted the restrictions and all three vendors are allowed to service all regions. This will give us more flexibility in the types of herbicides we can use and enable us to purchase the best product for the needed application at the lowest price. The County Engineer recommends the Board approve the purchase of herbicides using the State Contract.

**SUMMARY**

Herbicides need to be purchased to control vegetation. Those herbicides are available from three vendors by utilizing the State Contract. It is recommended that herbicide purchases be allowed to be made from all three vendors listed on the State Contract in a combined amount not to exceed \$200,000.00 from this date to December 31, 2020.

**RECOMMENDATION**

The Board of County Commissioners authorize the purchase of herbicides from Helena Chemical Company, Wilbur-Ellis Company, LLC, and Nutrien Ag Solutions, Inc. utilizing the Washington State Master Contract Usage Agreement-Contract No. 02917 from February 25, 2020 through December 31, 2020, at or below the current state contract rate in a total amount, from all three vendors combined, not to exceed \$200,000.00.

**FISCAL IMPACT**

A total combined amount from all three vendors not to exceed \$200,000.00 which is already accounted for in the 2020 budget.

**MOTION**

Consent agenda.

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF THE PURCHASE OF HERBICIDES, TO CONTROL VEGETATION, FROM HELENA CHEMICAL COMPANY, WILBUR-ELLIS COMPANY, LLC AND NUTRIEN AG SOLUTIONS, INC. UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 02917**

**WHEREAS**, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

**WHEREAS**, the herbicides that Benton County previously purchased have been dispersed and it is necessary to purchase additional herbicides to control vegetation along County roads and on County owned property; and

**WHEREAS**, Washington State DES Contract No. 02917 allows for the purchase of herbicides from Helena Chemical Company, Wilbur-Ellis Company, LLC and Nutrien Ag Solutions, Inc.; and

**WHEREAS**, it is desirous to be able to purchase herbicides from all three vendors due to availability and to ensure Benton County is getting the best product for the needed application at the lowest price; and

**WHEREAS**, the County Engineer recommends the approval of the purchase of herbicides utilizing the Master Contract Usage Agreement-Contract No. 02917; **NOW, THEREFORE,**

**BE IT RESOLVED**, that the Board of County Commissioners authorizes the purchase of herbicides from Helena Chemical Company, Wilbur-Ellis Company, LLC, and Nutrien Ag Solutions, Inc. utilizing the Washington State Master Contract Usage Agreement-Contract No. 02917 from February 25, 2020 through December 31, 2020, at or below the current state contract rate in a total amount, from all three vendors combined, not to exceed \$200,000.00.

Dated this 25th day of February, 2020

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> <u>Feb. 25<sup>th</sup>, 2020</u> <b>Subject:</b> <u>Ridge View</u> <b>Prepared by:</b> <u>Public Works/</u> <u>CRW</u> <b>Reviewed by:</b> _____	Execute Agreement _____ Pass Resolution <u>X</u> _____ Pass Ordinance _____ Pass Motion _____ Other _____	<b>Consent Agenda</b> <u>X</u> _____ <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

The plans for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners.

\* Note: Original signature sheet will be brought to commissioners meeting to be signed.

**SUMMARY**

Candy Mountain LLC has submitted plans which have been approved by the Benton County Engineer. The plans are now being submitted to the Board of Benton County Commissioners, and the corresponding resolution authorizes the Chairman to sign the construction plans for Ridge View, with roads named Ridge View Lane

**RECOMMENDATION**

Staff recommends that the Commissioners sign the cover sheet, approving the project.

**FISCAL IMPACT**

None.

**MOTION**

Approve as part of consent Agenda.

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF COUNTY ROADS, RE: RIDGE VIEW**

**WHEREAS**, plans for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners; **NOW, THEREFORE**

**BE IT RESOLVED**, that the plans be and hereby are approved and that the Chairman is authorized to sign the construction plans of Ridge View with the roads named Ridge View Lane.

Dated this 25th day of February 2020.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF COUNTY FUNDS, RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND 0000101, DEPARTMENT NUMBER 131**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in “Exhibit A”, attached hereto.

Dated this 25th day of February, 2020.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

## BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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
518.830	9169	Road Fund Services	3,500	518.830	3501	Minor Equip and Small Tools	3,500
TOTAL			\$3,500	TOTAL			\$3,500

Explanation:

To fund the GIS portion of furniture purchased for the Public Services Building.

Prepared by:

Date:

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 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 25th day of February, 2020.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

## BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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
543.700	1015	Assistant County Engineer	90,800	543.700	1001	County Engineer	98,200
543.700	1039	Civil Engineer III	10,487	543.700	1039	Civil Engineer I	71,087
543.700	1004	Public Works Manager	68,000				
TOTAL			\$169,287	TOTAL			\$169,287

Explanation:

Due to the Public Works Organizational Chart Update approved on Resolutions 2020-140 & 2020-140A, the above budget transfers and name change are requested. County Engineer will be grade 11 (Managers Salary Schedule) non-bargaining. Civil Engineer I will be grade 21 non-bargaining.

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Member

\_\_\_\_\_ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: <u>February 25, 2020</u>	Execute Agreement	<u>X</u>	Consent Agenda	<u>X</u>
Subject: <u>Justice Center Restroom</u>	Pass Resolution	<u>X</u>	Public Hearing	_____
<u>Renovation project</u>	Pass Ordinance	_____	1st Discussion	_____
Change Order No. 4	Pass Motion	_____	2nd Discussion	_____
Prepared by: <u>RB</u>	Other	_____	Other	_____
Reviewed by: _____				

**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.

Three change orders have been approved for the amount of \$13,897.53 plus WSST.

Change Order No. 4 is a deductive change order removing the requirement for supplying bathroom accessories. These accessories are being supplied by a different contract with a paper product supplier.

The total cost savings for Change Order No. 4 is \$800.00 plus WSST. This change order will add 5 additional days to the contract time due to delaying the order for remaining items from the supplier.

**SUMMARY**

Change Order No. 4 have been prepared for the Justice Center Restroom Renovation project.

**RECOMMENDATION**

Approve the Chairman to sign Change Order No. 4.

**FISCAL IMPACT**

The total contract amount will decrease \$800.00 plus WSST for a new contract amount not to exceed \$260,742.53 plus WSST.

**MOTION**

Approve the Chairman to sign Change Order No. 4 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. 4 WITH BANLIN CONSTRUCTION, LLC FOR THE JUSTICE CENTER RESTROOM RENOVATION PROJECT**

**WHEREAS**, on October 29<sup>th</sup>, 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**, three change orders have been approved for the amount of \$13,897.53 plus WSST; and

**WHEREAS**, restroom accessories will be supplied by another contractor and a change order removing the requirement to supply and install from this contract is necessary; and

**WHEREAS**, the Public Works Manager has negotiated a fair and reasonable cost reduction for Change Order No. 4 in a total amount of \$800.00 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 this change 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 Restroom Renovation project and authorizes the Chairman of the Board to sign Change Order No. 4, attached hereto, to the contract executed by Resolution 2019-773; and

**BE IT FURTHER RESOLVED**, the contract time will increase 5 days; and

**BE IT FURTHER RESOLVED**, the total contract amount will decrease \$800.00 plus WSST, to be paid to Banlin Construction, LLC for a new contract amount not to exceed \$260,742.53 plus WSST.

Dated this 25th day of February, 2020.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: \_\_\_\_\_  
Clerk of the Board



# BANLIN Construction

## CHANGE PROPOSAL (CP) NO: 004

**TO:** Wave Architecture  
418 N Kellogg St, Suite B  
Kennewick, WA 99336

**PROJECT NAME:** Benton County Justice  
Center Restroom  
Renovation

**ATTN:** Mike Corbin

**CONTRACT #:**

**PROJECT NO:**

**DATE:** 1/22/2020

**VIA:** Email

**FROM:** Riley Ollero

### CP DESCRIPTION

Exclude the following toilet accessories:

- Paper Towel Dispensers
- Soap Dispensers
- Toilet Paper Dispensers

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	004
The total additional cost for this COP	\$0.00
The total credit for this COP	-\$800.00
COP Grand Total	-\$800.00
This Change Proposal is good through:	
The schedule effect of this change is:	5 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.  
SUBMITTED BY: Riley Ollero, Project Manager

1/22/2020

DATE

Michael D. Corbin  
APPROVED BY: Mike Corbin, Wave Architecture

1/28/2020

DATE

APPROVED BY: Chairman of the Board, 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 #: 4 DATE: 1/22/2020

Project: Benton County Justice Center Restroom Renovation  
 Job No: 2019-10  
 Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER
	0			0

Description: **Credit given by Banlin and/or subcontractors**

Schedule Effect: **0 Working Days**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Barclay Dean - Exclude Paper Towel Dispnsers, Soap Dispensers, Toilet Paper Dispensers	1	LS		\$ -		\$ (800.00)		\$ (800.00)
									\$ -
									\$ -
									\$ -
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									\$ -
<b>TOTALS</b>					\$ -	\$ -	\$ (800.00)	\$ -	\$ (800.00)

## Riley Ollero

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**From:** Emily Storino <EmilyS@bdap.com>  
**Sent:** Wednesday, January 22, 2020 11:14 AM  
**To:** Riley Ollero  
**Cc:** Jasen Banta  
**Subject:** RE: BCJC Restroom Renovation - Submittal

Hey Riley,  
I've broken down the \$800 credit for the accessories.  
We get the towel dispenser for \$76 a piece and it looks like we bid 6ea: \$456  
We get the toilet paper dispensers at \$13 a piece looks like we bid 8 ea: \$104  
and the soap dispensers at \$21 and we bid 10ea: \$210  
Let me know if you have any questions, or feel free to give me a call

---

**From:** Riley Ollero <Riley@banlinconstruction.com>  
**Sent:** Tuesday, January 21, 2020 3:34 PM  
**To:** Emily Storino <EmilyS@bdap.com>  
**Cc:** Jasen Banta <jasen@banlinconstruction.com>  
**Subject:** RE: BCJC Restroom Renovation - Submittal

Emily,

Can you send over backup for the accessories?

Thank you,

Riley Ollero  
Project Engineer  
[riley@banlinconstruction.com](mailto:riley@banlinconstruction.com)  
(o) 509-586-2000 (c) 509-537-6090



---

**From:** Emily Storino <[EmilyS@bdap.com](mailto:EmilyS@bdap.com)>  
**Sent:** Tuesday, January 21, 2020 3:31 PM  
**To:** Riley Ollero <[Riley@banlinconstruction.com](mailto:Riley@banlinconstruction.com)>  
**Cc:** Jasen Banta <[jasen@banlinconstruction.com](mailto:jasen@banlinconstruction.com)>  
**Subject:** RE: BCJC Restroom Renovation - Submittal

Hey Riley,  
An \$800 credit will be given back to you with removing the below items from the accessory order.

Thank you,  
Emily Storino  
Project Manager

***BARCLAY DEAN***  
***Architectural Products***

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>Feb. 25, 2020</u>	Execute Contract	<u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Purchase Agreement</u>	Pass Resolution	<u>X</u>	Public Hearing _____
Prepared by: <u>J. Law</u>	Pass Ordinance	_____	1st Discussion _____
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

**BACKGROUND INFORMATION/SUMMARY**

The Benton County Sheriff’s Office (BCSO) has Nine (9) patrol vehicles that have reached over 100,000 miles, or by the time the procurements contemplated by this purchase agreement have been delivered are anticipated to have 100,000 miles or more, and with normal wear and tear are in need of replacement.

Washington State Contract No. 05916 allows for the purchase of 2020 Ford Police Interceptor AWD SUV’s from Columbia Ford, in Longview, WA. The following is the total amount of the purchase price including WSST, all in accordance with the breakdown attached hereto as Exhibit B.

Nine (9) 2020 Ford Police Interceptor AWD SUV’s - State Contract No. 05916 from Columbia Ford for a total amount of \$393,079.00 including WSST @ 8.4%.

The overall upfit for each vehicle (Flashlights, Stop Sticks, decaling, emergency lighting, computer supports and peripheral equipment) is approximately \$18,739.92 including WSST @ 8.6%.

**RECOMMENDATION**

Approve the attached Resolution and Purchase Agreement, authorizing the BCSO to purchase nine (9) 2020 Ford Police Interceptor AWD SUV’s – State Contract No. 05916 from Columbia Ford for a total amount of \$393,079.00 including WSST, plus \$168,659.28 for overall upfit cost.

**APPROVED AS TO FORM**

Ryan Lukson

**FISCAL IMPACT**

The nine (9) vehicles mentioned above, along with the upfit cost, was included in the 2019/2020 budget process in the Capital Fund 0305101.

**MOTION**

Consent agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF NINE (9) VEHICLES FROM COLUMBIA FORD LINCOLN UTILIZING WASHINGTON STATE CONTRACT NO. 05916 FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WA

**WHEREAS**, the Benton County Sheriff's Office has nine (9) vehicles that have reached, or are anticipated to reach by the time replacement vehicles are received pursuant to this resolution, over 100,000 miles and with normal wear and tear are in need of replacement; and

**WHEREAS**, Washington State Contract No. 05916 allows for the purchase of 2020 Ford Police Interceptor Utility/SUV AWD vehicles from Columbia Ford Lincoln, Longview, WA; and

**WHEREAS**, said vehicles are to be used by the Benton County Sheriff's Office for patrol vehicles; and

**WHEREAS**, the following is the total amount of the purchase price including WSST, all in accordance with the breakdown attached hereto as Exhibit B:

- Nine (9) Ford Police Interceptor Utility/SUV AWD – for a total amount of \$393,079.00, including WSST; and

**WHEREAS**, the Benton County Sheriff's Office recommends purchasing the above mentioned vehicles to replace vehicles on the regular rotation schedule; **NOW, THEREFORE**

**BE IT RESOLVED**, the vehicles are budgeted and will be paid out of the budget in the Capital Fund 0305101; and

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby is authorized to sign the attached Purchase Agreement between Benton County and Columbia Ford Lincoln, Longview, WA for the purchase of nine (9) Ford Police Interceptor Utility/SUV AWD, utilizing State Contract No. 05916 in the total amount of \$393,079.00 including WSST.

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

# PURCHASE 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: Columbia Ford

Vendor Code:

Vendor Contact: Marie Tellinghiusen

Vendor Contact Phone: (360) 423-4321 Ext. 187

Vendor Principal Place of Business: 700 7th Ave. Longview, WA 98632

Ship To:  
Benton County Sheriff's Office  
7122 W. Okanogan Pl. Bldg. A  
Kennewick, WA 99336

Bill To:  
Benton County Sheriff's Office  
7122 W. Okanogan Pl. Bldg. A  
Kennewick, WA 99336

**AGREEMENT:**  
In exchange for the consideration identified herein, the Vendor agrees to provide the following vehicles to Benton County under the terms described.

P.O. Date: 2/25/2020

Delivery Date: 7/1/2020

Line	Description	Qty	Unit Price	Total Price
1	See Exhibit B - Quote Number 2019-2-426 - Patrol	9	\$ 40,291.00	\$ 362,619.00

The term of this Agreement shall be 8 months from the date of execution. Payment is due by the County to Vendor within 30 days of vehicle delivery and the paperwork required pursuant to Exhibit A.

	-
SUB TOTAL =	\$ 362,619.00
8.40% SALES TAX =	30,460.00
TOTAL ORDER =	\$ 393,079.00

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 05916 (copy attached hereto as Exhibit A) as well as the quote attached as Exhibit B.

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

- In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 05916
  2. Quote attached hereto as Exhibit B.
  3. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:  
  
Contact: Cdr. Jon Law  
Address: 7122 W. Okanogan Pl # A  
Kennewick, WA 99336  
Phone: 509-735-6555 ext. 3266  
Fax: 509-736-3895

Approved as to Form  
(Deputy Prosecutor):   
Ryan J. Lukson, Civil DPA

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing the 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 agreements(s) for all purposes.

Vendor Name (Print): COLUMBIA FORD  
MARIE TELLIKHILSEN Title: GOVT CONTRACTS Date: 02/19/20  
MSR

Vendor Signature: Marie Tellichilsen

Chairman  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Beaver, Chairman

Member  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_  
Jerome Delvin, Pro Tem

Member  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_  
Shon Small, Member



**Pricing and Ordering**

Contract 05916 Motor Vehicles-Date Issued 1/5/2017

For Purchases of Materials, Supplies, Services, and Equipment  
Under the Authority of [Chapter 39.26 RCW](#)

<b>Awarded Contractor</b>
<b><u>Alan Webb Nissan</u></b>
<b><u>Columbia Ford/Hyundai</u></b>
<b><u>Bud Clary Chevrolet/Toyota/Subaru</u></b>
<b><u>Northsound-Chrysler/Jeep/Dodge</u></b>
<b><u>Honda (Haselwood)</u></b>
<b><u>Mercedes of Spokane</u></b>
<b><u>Tesla</u></b>
<b><u>BMW Northwest</u></b>
<b><u>BYD Motors</u></b>
<b><u>Mack Truck (TEC Equipment)</u></b>
<b><u>Isuzu Trucks (RWC International)</u></b>
<b><u>Pacific NW (BMW/Zero Motorcycles)</u></b>
<b><u>Northwest Harley-Davidson</u></b>
<b><u>Honda (A&amp;L Powersports NW)</u></b>
<b><u>GEM/Polaris (Raymond Handling Concepts)</u></b>

**MCC Contact Information**

<b>Contracts Specialist:</b>	Steve Hatfield
<b>Phone Number:</b>	(360) 407-9276
<b>Fax Number:</b>	(360) 586-3426
<b>Email:</b>	<a href="mailto:Steve.Hatfield@des.wa.gov">Steve.Hatfield@des.wa.gov</a>

**Customer Service Contact Information**

<b>Contract Resource Center:</b>	Customer Service
<b>Phone Number:</b>	(360) 407-2210
<b>Fax Number:</b>	(360) 407-9174
<b>Email:</b>	<a href="mailto:contractingandpurchasing@des.wa.gov">contractingandpurchasing@des.wa.gov</a>











**Customer Site Information**














<b>CARS Site:</b>	<a href="https://fortress.wa.gov/ga/apps/CARS/ContractVehicleMenu.aspx">https://fortress.wa.gov/ga/apps/CARS/ContractVehicleMenu.aspx</a>
<b>CARS Purchaser Instructions:</b>	 CARS Purchaser Instructions.pdf









## Contract Automobile Request System (CARS)

Manufacturers/Dealers will provide Pricing and Ordering information below:

[CARS](#)  
[Click here to start the process](#)

Contract/Amend.	Manufacturer	Awarded Vendor	Payment Details
 Bud Clary Contract 05916.pdf		<b>Bud Clary Chevrolet</b> 1030 Commerce Ave. Longview, WA 98632 Contact: <b>Becky Davis</b> <b>(360) 423-1700</b> <a href="mailto:becky.davis@budclary.com">becky.davis@budclary.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$200/20 Days</b>
 Columbia Ford Lincoln Hyundai Contr		<b>Columbia Ford Lincoln Hyundai</b> 700 7 <sup>th</sup> Ave Longview, WA 98632 Contact: <b>Marie Tellinghiusen</b> <b>(360) 423-4321 ext. 187</b> <a href="mailto:mariet@colford.com">mariet@colford.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$300/20 Days</b>
 Dodge Contract 05916.pdf		<b>Dwayne Lane</b> 10515 Evergreen Way Everett, WA 98204 Contact: <b>Mike O'Donnell</b> <b>(425) 754-5006</b> <a href="mailto:modonnell@dwaynelane.com">modonnell@dwaynelane.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$250/20 Days</b>
 Mercedes Contract 05916.pdf		<b>Mercedes-Benz of Spokane</b> 21802 E George Gee Ave Liberty Lake, WA 99019 Contact: <b>Derek Law</b> <b>(509) 455-9100</b> <a href="mailto:dlaw@lithia.com">dlaw@lithia.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$200/20 Days</b>
 Toyota Contract 05916.pdf		<b>Toyota of Yakima</b> 2230 Longfibre Rd. Union Gap, WA 98909 Contact: <b>Colby Jones</b> <b>509-575-4868</b> <a href="mailto:colby.jones@budclary.com">colby.jones@budclary.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$200/20 Days</b>

 Honda Contract 05916.pdf	 <b>HONDA</b>	<b>Honda Auto Center</b> 13291 SE 36 <sup>th</sup> St Bellevue, WA 98006 Contact: <b>Alex Miller</b> (425) 643-3770 <a href="mailto:alexm@bellevuehonda.com">alexm@bellevuehonda.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$200/20 Days</b>
 Nissan Contract 05916.pdf	 <b>NISSAN</b>	<b>Alan Webb Nissan</b> 3608 NE Auto Mall Drive Vancouver, WA 98662 Contact: <b>George Zumwalt</b> (360) 892-9004 <a href="mailto:georgez@alanwebbautogroup.com">georgez@alanwebbautogroup.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$100/20 Days</b>
<p><b>Coming Soon</b></p>	 <b>TESLA</b>	<b>Tesla</b> 4500 Deer Creek Road Palo Alto, CA 94303 Contact: <b>Michael Stafford</b> (510) 249-8799 <a href="mailto:mstafford@tesla.com">mstafford@tesla.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>No/20 Days</b>
 BMW NW Contract 05916.pdf	 <b>BMW</b>	<b>BMW Northwest</b> 4011 20 <sup>th</sup> Street East Tacoma, WA 98424 Contact: Jimmy Barber (253) 922-8700 <a href="mailto:Jimmy.Barber@BMWNorthwest.com">Jimmy.Barber@BMWNorthwest.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>No/20 Days</b>
 BYD Contract 05916.pdf	 <b>BYD</b>	<b>BYD Motors</b> 800 Fifth Avenue #4100 Seattle, WA 98104 Contact: <b>Ted Dowling</b> (250) 580-8754 <a href="mailto:Ted.Dowling@byd.com">Ted.Dowling@byd.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>No/20 Days</b>
 RWC Contract 05916.pdf	 <b>ISUZU TRUCK</b>	<b>Isuzu Trucks</b> 13123 48 <sup>th</sup> Avenue South Tukwila, WA 98168 Contact: <b>John P. Gould</b> (206) 988-5311 <a href="mailto:jon@johnpatrickgould.com">jon@johnpatrickgould.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>No/20 Days</b>
 TEC-Mack Contract 05916.pdf	 <b>Mack</b>	<b>Mack Truck</b> 25619 Pacific HWY S Des Moines, WA 98198 Contact: <b>Jay Keen</b> (425) 766-1860 <a href="mailto:jkeen@tecequipment.com">jkeen@tecequipment.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$200/20 Days</b>

 <p>Powersports NW Honda Contract 0591</p>	 <p><b>Powersports NW</b> 300 S. Tower Avenue Centralia, WA 98531 Contact: <b>David Lipinski</b> <b>(360) 736-0166</b> <a href="mailto:pnwdave@compprime.com">pnwdave@compprime.com</a></p>	<p><u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>Yes \$200/20 Days (Police Motorcycles)</b> <b>Yes \$100/20 Days (LSV)</b></p>
 <p>Pacific NW BMW Contract 05916.pdf</p>	 <p><b>Pacific Northwest</b> 5100 Pacific Hwy #101 Ferndale, WA 98248 Contact: <b>Stephen McBee</b> <b>(360) 223-1417</b> <a href="mailto:Smcbee6121@aol.com">Smcbee6121@aol.com</a></p>	<p><u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>No/20 Days</b></p>
 <p>NW Harley-Davidson Contract 05916.pdf</p>	 <p><b>NW Harley-Davidson</b> 8000 Freedom Ln NE Lacey, WA 98516 Contact: <b>Julio Valdenegro</b> <b>360-528-3750</b> <a href="mailto:julio@nwharley.com">julio@nwharley.com</a></p>	<p><u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$100/20 Days</b></p>
 <p>Raymond HC Contract 05916.pdf</p>	 <p><b>Raymond H.C.</b> 3500 West Valley Highway N. Auburn, WA 98001 Contact: <b>John Carpenter</b> <b>(253) 929-7579</b> <a href="mailto:jcarpenter@raymondhandling.com">jcarpenter@raymondhandling.com</a></p>	<p><u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>No/20 Days</b></p>

**Special Conditions:**

**All current vehicle contracts may be viewed using the "Contract Search Tool" located at:**  
<http://des.wa.gov/services/ContractingPurchasing/CurrentContracts/Pages/default.aspx>

**1) Passenger Vehicle Approval (ONLY REQUIRED BY STATE AGENCIES)**

The operating budget that Governor Chris Gregoire signed May 2, 2012 includes a proviso that orders the director of the Department of Enterprise Services to give written approval before any agency can make a passenger vehicle purchase.

**Please note:** Fleet Operations will handle this process for agencies with fleets managed by DES. When purchasing passenger vehicles through state contracts, agencies should take into careful consideration the business need. Before signing off on vehicle purchase requests, DES Director will review the following criteria:

- Vehicle(s) are included in agency's biennial vehicle purchase plan.
- Written approval from the director of the agency making the request.
- Type of vehicle being requested.
- Expected use and location of the vehicle.
- If this is a new vehicle, what is the business need?
- If it is a replacement vehicle, what is it replacing?
- Current mileage of the vehicle being replaced. Current retirement mileage is a minimum of:
  - 100,000 miles for gas-powered sedans and station wagons.
  - 115,000 miles for hybrid sedans and SUVs.
  - 115,000 miles for small to mid-size SUVs and trucks.
  - 130,000 miles for full-size trucks and vans.
- Annual usage.
- Fuel efficiency. Executive Order 05-01 directs agencies to give preference to hybrid vehicles.

The [Passenger Vehicle Request Form](#) is available online. The signature of the agency director is required prior to any review. An electronic version of the signed form should be emailed to [vehicleapproval@des.wa.gov](mailto:vehicleapproval@des.wa.gov)

**2) Titles and Licensing**

Customer is to pay all title and licensing fees directly to the Department of Licensing (DOL) or their local sub agent. Dealer will not invoice customer for such fees, including the trauma care fee which will be paid to DOL per RCW 46.12.042 (2). Dealer check previously made out to DOL for a portion of the Licensing Fees will not be provided.

For information regarding the sale or purchase of surplus vehicles contact the Surplus Operations at (360) 753-3508.

### 3) **Ordering Process –**

For pricing and ordering please visit

<https://fortress.wa.gov/ga/apps/CARS/ContractVehicleMenu.aspx>

*Please take into consideration the following factors when making your vehicle purchase:*

- Total overall cost of vehicle, and/or
- Dealer location (region), and/or
- Local preferences, and/or
- Fleet consistency, and/or
- Vehicle availability, and /or
- Legislative mandates, etc.

### **Contract Vehicle Pricing:**

In the past vehicle contracts were awarded annually based on the manufacturers' build cycle. This contract uses a multi-year award process. The initial term will be four (4) years with the option to automatically renew for successive four (4) one year terms unless terminated earlier. New Model Year vehicles will be incorporated into the contract to allow for a smooth transition and uninterrupted vehicle availability; eliminating the "seasonal" cutoff periods. If orders are received after a model-year final order due date, manufacturer's new model year prices (increases or decreases) will be applied to contract pricing via contract amendment. Dealer will notify DES and customers of any model year price increases as soon as pricing is released by manufacturer. If not published on the Current Contract, customer may contact dealer directly to obtain final order due dates for current model year.

Contracted Dealers are not required to have business licenses or city business licenses for customer location. Contracted Dealers will have a WA business license for their specified dealership location only.

### 1) **Financing Option –**

DES does not offer financing options however the Washington State Treasurers office does have a program that may be able to help.

**Excerpt from Treasurers website:** <http://www.tre.wa.gov/LOCAL/index.shtml>

You have likely heard about this innovative financing option for local government agencies of all types. The LOCAL program has been developed with an eye toward making it easy to understand and easy to use.

The LOCAL program is an expanded version of the successful state agency lease/purchase program. The program was originally created by the Legislature in 1989 ([RCW 39.94](#)) to provide the lowest cost financing for state agency purchases by pooling funding needs into larger offerings of securities. Thanks to support and assistance from many friends of local government, the Legislature passed legislation in 1998 to provide local governments access to the program. Local government agencies of all types can finance equipment or real estate needs through the State Treasurer's office subject to existing debt limitations and financial considerations.

The major benefits of LOCAL are (1) simplicity and (2) low cost financing. Participants will benefit from the current program rating of Moody's Aa2, low fees and expenses, and access to the public bond markets. Please click on the following links to see the program's most current rates:

- [Recent LOCAL Lease/Purchase Interest Rates - Real Estate](#)
- [Recent LOCAL Lease/Purchase Interest Rates - Equipment](#)

An advisory body was convened to guide the program. Representatives of local governments were appointed by associations representing various types of entities to provide direction and feedback on proposed program features, guidelines, and procedures. We are committed to offering a program that will benefit local government and be simple to use.

The LOCAL program is an excellent example of state and local governments working together to deliver the most cost effective and highest quality product possible. As partners, we have created a program that delivers for you and your constituents.

**Delivery:**

Delivery of the awarded new, unused Vehicles is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer a minimum of forty eight (48) hours' notice prior to Delivery. Deliveries will be received only between 8:00am and 3:00pm (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer. Once notified by contracted dealer, customer will have seventy-two (72) hours to receive vehicle delivery.

Deliveries of awarded new vehicles are made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled Motor Vehicle with the Customer's prior coordination. The Contractor must make every effort to minimize the number of odometer miles at delivery.

**Upfit Equipment:**











If equipment has already been ordered from supplier, cancellation could have a 10-25% re-stocking fee for commonly ordered equipment. Equipment with uniquely customized features/options as required by customer cannot be cancelled.

**Dealer Upfitter Information Below (Contact Dealers directly for Upfitter information):**



**FTA/Buy America:**

See Federal Transit Authority/Buy America compliant vehicle lifts below and in "Bid Tab" (Y/N) (Subject to change over contract period).

Federal Transit Authority/Buy America	
Columbia Ford, Lincoln, Hyundai	 Columbia Ford Lincoln Hyundai.pdf
Bud Clary Chevrolet, Subaru	  Bud Clary Chevy.pdf Bud Clary Chrysler Dodge.pdf
Toyota of Yakima	
Dwayne Lane's Chrysler, Jeep, & Dodge	 Dwayne Lane's Chrysler, Jeep & Dod
BMW	 BMWNW_FTA AND BUY AMERICA ATTES
Mercedes	 Mercedes Buy America.pdf
BYD	 BYD Federal Certifications.pdf
Pacific NW Motorcycle	 Pacific NW Motorcycles - FTA Foi
Mack Truck	 TEC Equipment FTA Buy America Atestatik
Isuzu	 RWC_FTA_Signed.p df

**MASTER CONTRACT**

**No. 05916**

**MOTOR VEHICLES**

*For Use by Eligible Purchasers*

**By and Between**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

**and**

**COLUMBIA FORD, INC**

**FORD LINCOLN HYUNDAI**

**Dated January 5, 2017**

**MASTER CONTRACT**

**No. 05916**

**MOTOR VEHICLES**

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Columbia Ford Inc a Corporation ("Contractor") and is dated as of January 5, 2017.

**RECITALS**

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 05916 dated November 15, 2016 regarding Motor Vehicles.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase motor vehicles and/or services as set forth herein.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The initial term of this Master Contract is 4 years (48 months) years from award of the contract, commencing January 5, 2017 and ending January 5, 2021. Following the initial term, this agreement will automatically renew for successive four (4) one year terms unless terminated earlier. The total contract term, including the initial term and all extensions, will not exceed eight years unless circumstances require a special extension.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities in the State of Washington ("Purchaser"):
  - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
    - Washington state agencies, departments, offices, divisions, boards, and commission; and
    - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 5.9. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 5.10. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 5.11. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate. Contracted Dealers are not required to have business licenses or city business licenses for customer location.

## 6. CONTRACT MANAGEMENT.

- 6.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Philip Saunders  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Tel: (360) 407-7962  
Email: [Philip.Saunders@des.wa.gov](mailto:Philip.Saunders@des.wa.gov)

**Contractor**

Attn: Marie Tellinghiusen  
Columbia Ford, Inc  
Columbia Ford Lincoln Hyundai  
700 7<sup>th</sup> Avenue  
Longview, WA 98632  
Tel: (360)-423-4321  
Email: [mariet@colford.com](mailto:mariet@colford.com)

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 6.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 6.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent

to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Legal Services Manager  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Email: [greg.tolbert@des.wa.gov](mailto:greg.tolbert@des.wa.gov)

**Contractor**

Attn: Marie Tellinghiusen  
Columbia Ford, Inc  
Columbia Ford Lincoln Hyundai  
700 7<sup>th</sup> Avenue  
Longview, WA 98632  
Email: [mariet@colford.com](mailto:mariet@colford.com)

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

**7. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.**

7.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

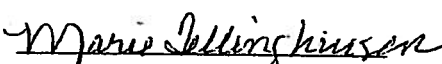
- 13.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 13.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 13.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON  
Department of Enterprise Services

COLUMBIA FORD LINCOLN HYUNDAI

By:   
Philip Saunders  
Its: Contract Specialist

By:   
Marie Tellinghiusen  
Its: Government Contracts Manager

*Procurement  
Supervisor  
1/5/2017*

## Lisa Small

**From:** NOREPLY@des.wa.gov  
**Sent:** Tuesday, February 18, 2020 11:40  
**To:** Jon Law  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** [EXTERNAL] Vehicle Quote - 2020-2-426 - BENTON COUNTY - 10300

**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.

**Vehicle Quote Number: 2020-2-426**      [Create Purchase Request](#)      [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

### Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)  
700 7th Avenue  
Longview WA 98632

Dealer Contact: Marie Tellinghiusen  
Dealer Phone: (360) 423-4321 Ext: 187  
Dealer Email: orders@colford.com

### Organization Information

Organization: BENTON COUNTY - 10300  
Email: jon.law@co.benton.wa.us

Quote Notes:  
Vehicle Location: KENNEWICK

### Color Options & Qty

NEW - Iconic Silver Metallic (JS) - 9

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0521-001	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	9	\$32,800.00	\$295,200.00
2020-0521-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	9	\$0.00	\$0.00
2020-0521-003	INFORMATION ONLY: (#010-099 Ford Factory Options) (VSO Vehicle Special Order options to be added in the future, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-399 Day Wireless Upfits)	9	\$0.00	\$0.00
2020-0521-004	INFORMATION ONLY (updated 01/16/2019): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	9	\$0.00	\$0.00
2020-0521-011	NEW - Alternative Engine, 3.0L V6 EcoBoost with 10-Speed Automatic Transmission, 400 HP @ 5500 RPM, 415 lb.-ft. Torque @ 3000 RPM, 6500# GVWR, 1670# Payload, 5000# Towing Capacity, 7.2in Ground Clearance, 3.31 Axle Ratio (148-MPH Top Speed) (99C/44U)	9	\$4,041.00	\$36,369.00

2020-0521-015 Front Headlamp Lighting Solution [Includes Pre-wire for Grille LED Lights, Siren and Speaker #60A; LED Low Beam/High Beam Headlamp, Wig-Wag function and Red/Blue/White LED side warning lights (driver side White/Red, passenger side White/Blue); Wiring, LED lights are included; Controller not included] (Included with Ready for the Road Package) (When ordered as a stand-alone option, recommend also ordering Ultimate Wiring Package #67U) (66A)	9	\$893.00	\$8,037.00
2020-0521-017 Tail Lamp/Housing Only (Includes pre-existing holes with standard twist lock sealed capability) (does not include LED strobe) (Not available with Tail Lamp Lighting Solution #66B or Ready for the Road Package #67H) (86T)	9	\$61.00	\$549.00
2020-0521-029 Noise Suppression Bonds (Ground Straps)(60R)	9	\$100.00	\$900.00
2020-0521-030 Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	9	\$51.00	\$459.00
2020-0521-032 Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	9	\$25.00	\$225.00
2020-0521-033 Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	9	\$260.00	\$2,340.00
2020-0521-035 BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	9	\$543.00	\$4,887.00
2020-0521-038 NEW - Doors/Locks: Hidden Door Lock Plunger with Rear Door Controls Inoperable - locks, handles and windows (locks/windows operable from drivers door switches) (included with Ready for the Road Package #67H) (52P)	9	\$161.00	\$1,449.00
2020-0521-040 Rearview Camera, Alternative (video will be displayed in 4in center stack instead of in rearview mirror)(D87R)(No Charge)	9	\$0.00	\$0.00
2020-0521-042 Reverse Sensing System (76R)	9	\$274.00	\$2,466.00
2020-0521-045 NEW - Pre-Collision Assist with Pedestrian Detection (Includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) (Not available with Front Interior Visor Lightbar #96W) (76P)	9	\$144.00	\$1,296.00
2020-0521-046 Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	9	\$0.00	\$0.00
2020-0521-047 Remote Keyless Entry with Four (4) FOBS/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	9	\$338.00	\$3,042.00
2020-0521-048 Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	9	\$51.00	\$459.00
2020-0521-050 Spot Lamp, LED Bulb, Driver Only (Unity) (51R)	9	\$394.00	\$3,546.00
2020-0521-202 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	9	\$35.00	\$315.00
2020-0521-212 Mud Flaps, OEM molded (set of 4) (DLR)	9	\$120.00	\$1,080.00

**Quote Totals**

<b>Total Vehicles:</b>	9
<b>Sub Total:</b>	\$362,619.00
<b>8.4 % Sales Tax:</b>	\$30,460.00
<b>Quote Total:</b>	\$393,079.00

<b>AGENDA ITEM</b>	<b>TYPE OF ACTION</b>	
<b>MTG. DATE:</b> February 25, 2020	<b>NEEDED</b>	Consent Agenda
<b>SUBJECT:</b> Subdivision Alteration – Seitz River Tracts/SA 2020-001	Execute Contract	Closed Record
<b>MEMO DATE:</b> February 14, 2020	Pass Resolution <b>X</b>	Hearing <b>X</b>
<b>Prepared By:</b> Greg Wendt	Pass Ordinance	1st Discussion
	Pass Motion <b>X</b>	2nd Discussion
		Other

### **BACKGROUND INFORMATION**

On June 26, 2019, the Board of County Commissioners approved the preliminary plat of Seitz River Tracts to create 14 residential lots with an average size of 2.82 acres. The plat was originally applied for in 2007.

It was recently determined that signature approval by the Benton Irrigation District (BID) was not included on the final recorded plat. After discussion and coordination between the Planning Department, applicant, applicant's surveyor, and Benton Irrigation District, the consensus is to move forward and complete a corrected or altered plat, in accordance with BCC 9.07.100. This process will allow BID to submit agency requirements and provide an approval signature on the final recorded plat.

The proposed alteration includes the requirements of the Benton Irrigation District and a signature block for their approval of the plat map and a correction to the final plat map legal description.

The Benton County Commissioners set Tuesday, February 25 at 9:00 a.m. in the Commissioners Chamber Room, Benton County Courthouse, 620 Market Street, Prosser, WA. 99350 for the Board of County Commissioners to conduct a public hearing with reference to this preliminary plat.

### **SUMMARY**

On February 11, 2020, at the conclusion of the regular Planning Commission meeting, the Planning Commission voted to forward a positive recommendation to the Board of County Commissioners subject to compliance with the following:

1. That a final plat be prepared and meet the standards for final plat approval as specified in Benton County Code 9.07 as amended.
2. That the Benton Irrigation District requirements to be added to the plat map, along with a signature block for their signature.
  - a. 20" mainline in north easement must have 36" of cover over pipe. (To be verified by BID);
  - b. Signature line on page 2 incorrect;
  - c. East parcel# and owner incorrect;
  - d. Deliveries and easements must be in place before Benton Irrigation District will sign Plat;
  - e. Must obtain permit and specs from Benton Irrigation District to install irrigation system;
  - f. Benton Irrigation District must approve irrigation system plans before installation begins;
  - g. The road to access our river pump station must be labeled as an access easement.
2. That per the Benton County Assessor, the legal descriptions and parcel numbers on the

altered plat match their current information and that the legal read as Lots 1-14 of Seitz River Tracts and the parcel numbers be changed on the plat map to 1-1196-302-0000-001 through 1-1196-302-0000-014.

### **PLANNING DEPARTMENT FINDINGS OF FACT**

The following are the Planning Department Staff's recommended findings of fact:

1. The applicant for SA 2020-001 is Jeffery Seitz.
2. Subdivision Altered Plat Application SA 2020-001 is requesting an altered plat to correct the omission of the Benton Irrigation District requirements and signature on the plat map.
3. The existing plat is located in the Northwest Quarter of Section 11, Township 9 North, Range 26 East, W.M.
4. The application SA 2020-001 was submitted on January 15, 2020 and determined to be a complete application on January 16, 2020.
5. The affected agencies review letter was sent on January 17, 2020. Comments were received from the Benton Irrigation District and the Benton County Assessor's Office.
6. The final plat for Seitz River Tracts was recorded on June 26, 2019.
7. Upon issuance of a letter of completeness for this application, the Planning Manager placed it on the Benton County Planning Commission's agenda for February 11, 2020 regular meeting. The Planning Commission reviewed the information presented about SA 2020-001 and by consensus the Planning Commission forwarded the request on the to the Board of County Commissioners with a recommendation for approval.
8. The notice for the Board of County Commissioners Open Record Hearing for SA 2020-001 was published on February 12, 2020 in the Prosser Record Bulletin and the Open Record Hearing was scheduled for February 25, 2020 at 9 a.m.

### **RECOMMENDATION**

It is the recommendation of the Planning Commission and the Planning Department that the Board of County Commissioners approve the preliminary plat as submitted, subject to the Planning Commission's Recommendation with the staff findings and corrections noted above.

### **FISCAL IMPACT**

None

### **MOTION**

The Board of County Commissioners hereby adopts the Findings of Fact as indicated in the Agenda Sheet dated February 14, 2020 and makes a motion to approve the Subdivision Alteration of Seitz River Tracts - SA 2020-001 with the requirements of the Benton Irrigation District, along with a signature block for their signature and that the legal description be corrected as per the Assessor's Office.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
**IN THE MATTER OF COUNTY PLANNING** RE: A SUBDIVISION ALTERATION REQUEST FOR SEITZ RIVER TRACTS TO ALLOW BID TO SUBMIT AGENCY REQUIREMENTS AND PROVIDE AN APPROVAL SIGNATURE ON THE FINAL RECORDED PLAT AS REQUIRED BY BENTON COUNTY CODE - FILE NO. SA 2020-001. APPLICANT: JEFFERY SEITZ.

WHEREAS, the Planning Commission on February 11, 2020, did review the proposed alteration of Seitz River Tracts; and,

WHEREAS, the Board of County Commissioners held an Open Record Hearing on February 25, 2020 for the purpose of reviewing the proposal to alter the final plat of the Seitz River Tracts; and

WHEREAS, the Board of County Commissioners reviewed the Planning Commission's recommendation and received testimony both for and against the proposal; and,

WHEREAS, the Board of County Commissioners did review the Planning Commission and staff's recommendations and adopts the following Findings of Fact as their own;

1. The applicant for SA 2020-001 is Jeffery Seitz.
2. Subdivision Altered Plat Application SA 2020-001 is requesting an altered plat to correct the omission of the Benton Irrigation District requirements and signature on the plat map.
3. The existing plat is located in the Northwest Quarter of Section 11, Township 9 North, Range 26 East, W.M.
4. The application SA 2020-001 was submitted on January 15, 2020 and determined to be a complete application on January 16, 2020.
5. The affected agencies review letter was sent on January 17, 2020. Comments were received from the Benton Irrigation District and the Benton County Assessor's Office.
6. The final plat for Seitz River Tracts was recorded on June 26, 2019.
7. Upon issuance of a letter of completeness for this application, the Planning Manager placed it on the Benton County Planning Commission's agenda for February 11, 2020 regular meeting. The Planning Commission reviewed the information presented about SA 2020-001 and by consensus the Planning Commission forwarded the request on the to the Board of County Commissioners with a recommendation for approval.
8. The notice for the Board of County Commissioners Open Record Hearing for SA 2020-001 was published on February 12, 2020 in the Prosser Record Bulletin and the Open Record Hearing was scheduled for February 25, 2020 at 9 a.m.

WHEREAS, it further appears that the public interest will be served by the approval of the Altered Plat of Seitz River Tracts, lots 1 through 14, as considered by the Board of County Commissioners; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners, through its Chairman as authorized

by motion of the Board, adopts these findings and conclusions with respect to File No. SA 2020-001 and hereby APPROVES the requested subdivision alteration (SA 2020-001) of Seitz River Tracts as proposed by Jeffery Seitz with the following conditions.

1. That a final plat be prepared and meet the standards for final plat approval as specified in Benton County Code 9.07 as amended.
2. That the Benton Irrigation District requirements a-c and g be added to the plat map, along with a signature block for their signature.
  - a. 20" mainline in north easement must have 36" of cover over pipe. (To be verified by BID);
  - b. Signature line on page 2 incorrect;
  - c. East parcel# and owner incorrect;
  - d. Deliveries and easements must be in place before Benton Irrigation District will sign Plat;
  - e. Must obtain permit and specs from Benton Irrigation District to install irrigation system;
  - f. Benton Irrigation District must approve irrigation system plans before installation begins;
  - g. The road to access their river pump station must be labeled as an access easement.
3. The Benton County Assessor has also indicated that the Record legal description on the final plat map be corrected to read Lots 1-14 of Seitz River Tracts and the parcel numbers be corrected to 1-1196-302-0000-001 through 1-1196-302-0000-014.

Dated this 25th day of February 2020.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

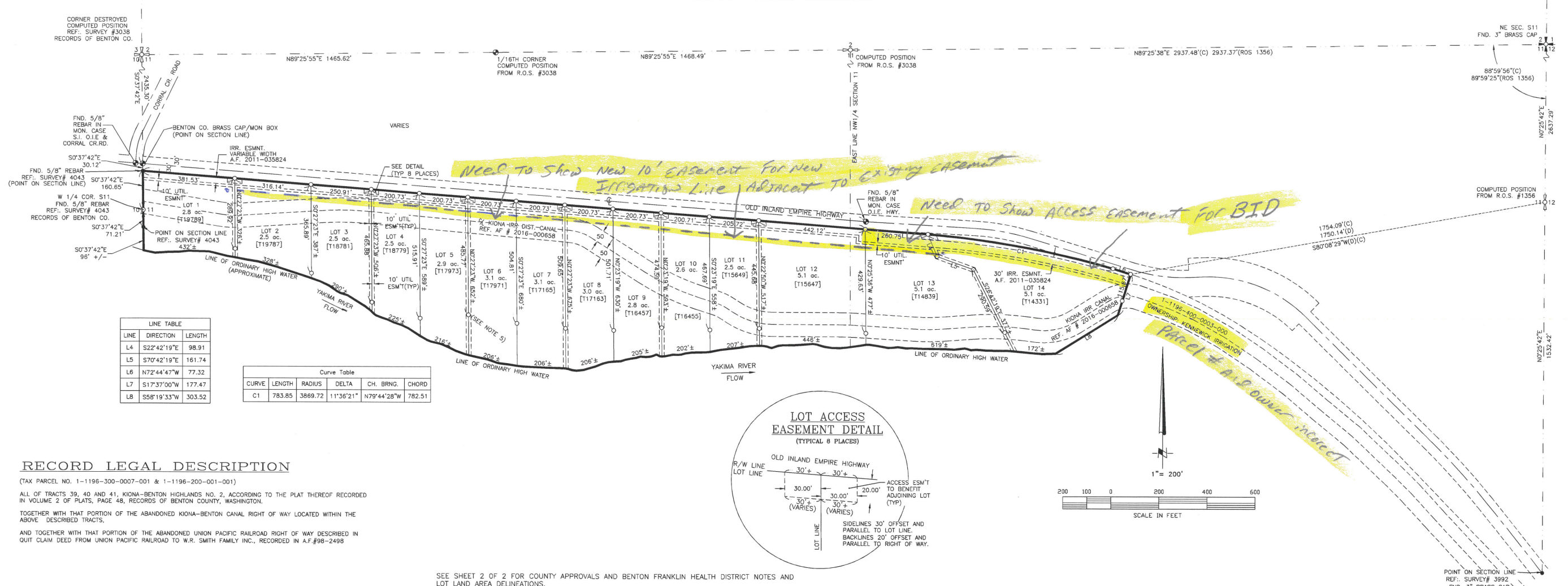
Constituting the Board of County  
Commissioners of Benton County  
Washington.

Attest.....  
Clerk of the Board

GW/djh

# AMENDED PLAT OF SEITZ RIVER TRACTS

AMENDING PLAT OF SEITZ RIVER TRACTS RECORDED IN VOL. 15 OF PLATS, PAGE 0641  
 LOCATED IN PORTIONS SW 1/4 NW 1/4, SE 1/4 NW 1/4, NW 1/4 SW 1/4, NE 1/4 SW 1/4,  
 SW 1/4 NE 1/4 AND NW 1/4 SE 1/4 SECTION 11, TOWNSHIP 9 NORTH, RANGE 26 EAST, W.M.  
 BENTON COUNTY, WASHINGTON

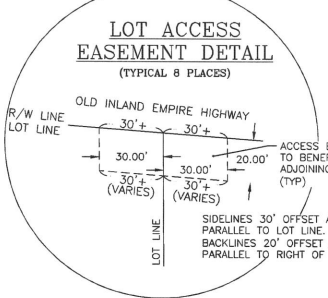


LINE	DIRECTION	LENGTH
L4	S22°42'19"E	98.91
L5	S70°42'19"E	161.74
L6	N72°44'47"W	77.32
L7	S17°37'00"W	177.47
L8	S58°19'33"W	303.52

CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	783.85	3869.72	11°36'21"	N79°44'28"W	782.51

## RECORD LEGAL DESCRIPTION

(TAX PARCEL NO. 1-1196-300-0007-001 & 1-1196-200-001-001)  
 ALL OF TRACTS 39, 40 AND 41, KIONA-BENTON HIGHLANDS NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 48, RECORDS OF BENTON COUNTY, WASHINGTON.  
 TOGETHER WITH THAT PORTION OF THE ABANDONED KIONA-BENTON CANAL RIGHT OF WAY LOCATED WITHIN THE ABOVE DESCRIBED TRACTS.  
 AND TOGETHER WITH THAT PORTION OF THE ABANDONED UNION PACIFIC RAILROAD RIGHT OF WAY DESCRIBED IN QUIT CLAIM DEED FROM UNION PACIFIC RAILROAD TO W.R. SMITH FAMILY INC., RECORDED IN A.F.#98-2498



## BENTON COUNTY NOTES:

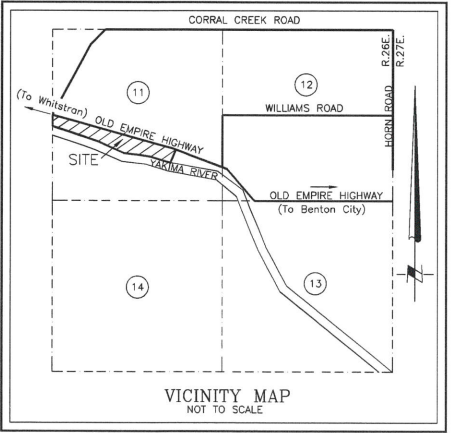
- PRIOR TO THE GRANTING OF A BUILDING OR FACTORY ASSEMBLED STRUCTURE (FAS) PERMIT FOR EACH LOT BY THE COUNTY, THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST COMPLY WITH RCW 90.44.050 REGARDING PUBLIC GROUND WATER. THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST DEMONSTRATE THAT POTABLE WATER IS LEGALLY AVAILABLE BY PRESENTING: (a) EVIDENCE OF A VALID WATER RIGHT PERMIT FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE PROPOSED WELLS FOR EACH LOT; (b) A WATER WELL REPORT FILED AND RECEIVED BY WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR AN EXEMPTED WELL THAT COMPLIES WITH THE 5,000 GALLON PER DAY EXEMPTION DESCRIBED IN RCW 90.44.050; OR (c) A WRITTEN APPROVAL OF THE WASHINGTON STATE DEPARTMENT OF HEALTH THAT A GROUP A OR GROUP B PUBLIC WATER SUPPLY SYSTEM HAS BEEN INSTALLED AND IS AVAILABLE FOR PROVIDING POTABLE WATER TO THE LOT.
- DUE TO ALL LOTS FRONTING ON O.I.E. HIGHWAY, NO TURNAROUND IS REQUIRED. HOWEVER, ALL LOTS ARE LARGE ENOUGH TO HAVE A HOUSE SET BACK MORE THAN 200 FEET FROM THE COUNTY ROAD. IN SUCH A CASE, THE PRIVATE DRIVEWAY WILL BE REQUIRED TO HAVE A TURNAROUND AND COMPLY WITH THE APPLICABLE REQUIREMENTS OF BENTON COUNTY CODE 3.18.045 (MINIMUM ROAD REQUIREMENTS FOR FIRE SAFETY).
- ADDRESS NUMBERS [SHOWN IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE LOT IS DETERMINED.
- LOTS SHALL HAVE THE CONSTRUCTED ROAD APPROACH CENTERED ON THE EASEMENTS. LOTS SHALL ONLY HAVE ONE ACCESS OFF OF O.I.E.
- NO BUILDING OR FAS OCCUPANCY PERMIT WILL BE ISSUED FOR ANY LOT WITHIN THIS PLAT UNTIL A ROAD APPROACH PERMIT HAS BEEN OBTAINED FROM THE BENTON COUNTY ROAD DEPARTMENT.
- THIS PROPERTY LIES IN THE VICINITY OF PARCELS USED FOR COMMERCIAL AGRICULTURAL PURPOSES. AT VARIOUS TIME OF THE DAY OR NIGHT, A VARIETY OF COMMERCIAL FARMING ACTIVITIES INCLUDING SPRAYING, OPERATING OF HEAVY FARM EQUIPMENT AND DAIRY OPERATIONS HAVE TRADITIONALLY OCCURRED IN THE AREA. NOISE, ODORS, AND INSECTS ATTENDANT WITH SUCH ACTIVITIES MAY NOT BE COMPATIBLE WITH RESIDENTIAL DEVELOPMENT. PLEASE CONTACT BENTON COUNTY PLANNING DEPARTMENT FOR FURTHER INFORMATION.

## SURVEYOR'S NOTES:

- BASIS OF BEARING IS GRID, WASHINGTON GRID SYSTEM SOUTH ZONE, BASED ON RECORD OF 1970 RECORDS OF BENTON COUNTY, WASHINGTON. DISTANCES SHOWN HEREON ARE GROUND UNLESS OTHERWISE NOTED
- (M) = MEASURED (R) = RECORD (C) = COMPUTED (P) = PLAT
- = DENOTES SET 5/8" REBAR WITH CAP STAMPED "RSI GBW 30440"
- = DENOTES FOUND 5/8" MONUMENT AS NOTED.
- = SET 5/8" REBAR & CAP ON PROPERTY LINE
- THE LOCATION OF THE "LINE OF ORDINARY HIGH WATER" OF THE YAKIMA RIVER WAS DERIVED FROM GEO-REFERENCED AERIAL IMAGERY OBTAINED THROUGH "ARCGIS" FOR AUTOCAD. DUE TO THE EXTENT OF HEAVY BRUSH AND TREES ALONG THE YAKIMA RIVER BANK, IT WAS IMPOSSIBLE TO SURVEY THE PRESENT DAY LOCATION OF THE "LINE OF ORDINARY HIGH WATER".

## BENTON-FRANKLIN HEALTH DIST. NOTES

- LIMITED SOILS TESTING ON LOTS 1, 3, 4, 5, 6, 7, 8, AND 12 IN THIS SUBDIVISION HAVE REVEALED A TYPE 1 (GRAVELLY TO EXTREMELY GRAVELLY SANDS) SOIL CONDITION. ANY SEWAGE DISPOSAL SYSTEM TO BE PERMITTED IN AREAS OF TYPE 1 SOILS WILL BE REQUIRED TO MEET TREATMENT LEVEL C. THE BENTON-FRANKLIN HEALTH DISTRICT SHOULD BE CONTACTED FOR FURTHER INFORMATION.
- LOTS 1, 2, 9, 10, 11, AND 13, IN THIS SUBDIVISION MAY HAVE SPECIFIC LIMITATIONS AND/OR RESTRICTIONS FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS. THE BENTON-FRANKLIN HEALTH DISTRICT SHOULD BE CONTACTED FOR FURTHER INFORMATION.
- THIS RECOMMENDATION IS BASED ON PRESENT KNOWN SITE CONDITIONS AND DOES NOT GUARANTEE THE GRANTING OF AN ON-SITE SEWAGE DISPOSAL PERMIT. HEALTH DISTRICT APPROVAL OF ANY LOT WITHIN THIS PLAT MAY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTION/PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE. SHOULD ADVERSE SITE CONDITIONS BE REVEALED AT A LATER DATE, THE HEALTH DEPARTMENT RESERVES THE RIGHT TO IMPOSE RESTRICTIONS OR DENY THE ISSUANCE OF ANY ON-SITE SEWAGE DISPOSAL PERMIT FOR THE LOTS WITHIN THIS PLAT.
- PRIOR TO ISSUANCE OF AN ON-SITE SEWAGE DISPOSAL PERMIT, ADDITIONAL TEST HOLES MAY BE REQUIRED TO VERIFY ACCEPTABLE AREA FOR INITIAL AND REPLACEMENT SEWAGE DISPOSAL SYSTEM AND DESIGN CRITERIA SUCH AS TRENCH DEPTH ON EACH LOT.
- USEABLE AREA MAY NOT INCLUDE EASEMENTS, OR AREA WITHIN 100' OF APPROVED WATER SUPPLY WELLS OR SURFACE WATERS.
- USEABLE AREA MAY NOT INCLUDE AREAS WITH SLOPES OVER 20%.
- USEABLE AREA MAY NOT BE COVERED BY FILL MATERIAL WITH DEPTHS GREATER THAN 24 INCHES.



## SURVEYOR'S CERTIFICATE

I, GARY B. WAGNER A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 30440) HEREBY CERTIFY THAT THE FINAL PLAT OF SEITZ RIVER TRACTS AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

GARY B. WAGNER  
 CERTIFICATE #30440

DATE \_\_\_\_\_

## AMENDED PLAT NARRATIVE:

THE PLAT OF SEITZ RIVER TRACTS AS RECORDED IN VOLUME 15 OF PLATS, PAGE 641 WAS RECORDED WITHOUT AN IRRIGATION APPROVAL AS REQUIRED BY RCW 58.17.310(1) AND (2). THE PURPOSE OF THIS AMENDED PLAT IS TO CORRECT THE INADVERTENT OMISSION OF SAID IRRIGATION APPROVAL BY ADDING THE APPROPRIATE APPROVAL BLOCK AS SHOWN ON PAGE 2 OF 3.

## AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF RICHARD SHAW. RECORDED IN VOLUME \_\_\_\_\_ OF PLATS,  
 PAGE \_\_\_\_\_, RECORDS OF BENTON COUNTY, WASHINGTON, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., THIS  
 DAY OF \_\_\_\_\_, 20\_\_ A.D.

BENTON COUNTY AUDITOR

FEE NUMBER \_\_\_\_\_ REV: 12/31/19

CLIENT: JEFF AND LAUREN SEITZ  
 PROJECT: PLAT OF SEITZ RIVER TRACTS  
 SEC. 11, T.9N., R.26E., W.M.

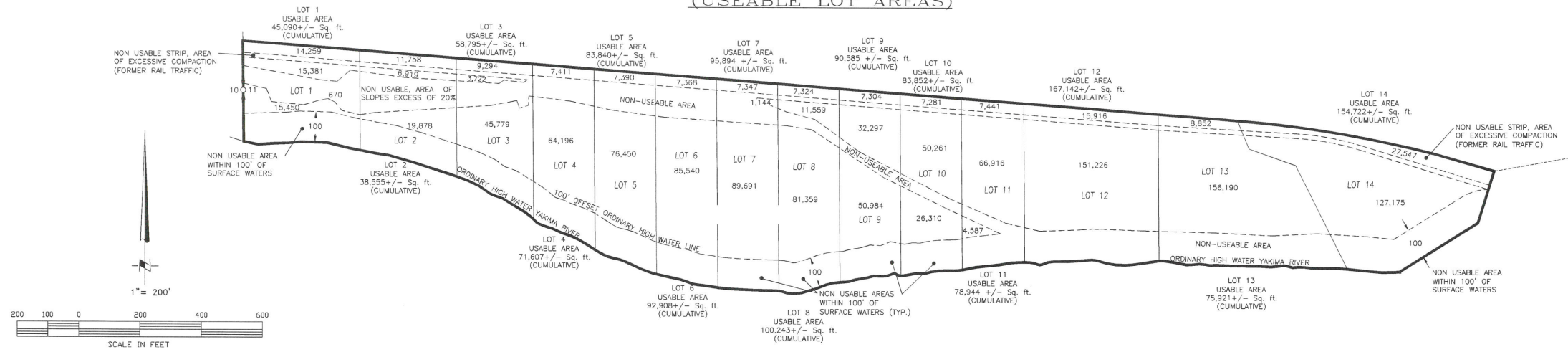
DRN. BY: MFH SCALE: 1" = 200' F. B. NO. NONE  
 APPROVED: GBW DATE: 12/22/17 ACAD. VER. - 2017 SHEET 1 OF 3

1455 COLUMBIA PARK TRAIL  
 RICHLAND, WA. 99352  
 PHONE (509) 783-4141  
 FAX: (509) 783-8994  
 www.rogerssurveying.com

# AMENDED PLAT OF SEITZ RIVER TRACTS

AMENDING PLAT OF SEITZ RIVER TRACTS RECORDED IN VOL. 15 OF PLATS, PAGE 0641  
 LOCATED IN PORTIONS SW 1/4 NW 1/4, SE 1/4 NW 1/4, NW 1/4 SW 1/4, NE 1/4 SW 1/4,  
 SW 1/4 NE 1/4 AND NW 1/4 SE 1/4 SECTION 11, TOWNSHIP 9 NORTH, RANGE 26 EAST, W.M.  
 BENTON COUNTY, WASHINGTON

## (USEABLE LOT AREAS)



### UTILITY APPROVALS

THE UTILITY EASEMENTS SHOWN HEREON ARE APPROVED BY THE UTILITIES:

BENTON P.U.D. NO. 1 TITLE DATE

### IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE BENTON IRRIGATION DISTRICT AND THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310 AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR \_\_\_\_\_.

BADGER MOUNTAIN IRRIGATION DISTRICT TITLE DATE

*Benton Irrigation District*

### OWNERS' CERTIFICATE/DEDICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE TRACT OF LAND DESCRIBED HEREON; HAVE GIVEN OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND ROADS AS SHOWN HEREON UNDER THE NAME OF SEITZ RIVER TRACTS. DO HEREBY GRANT ALL EASEMENTS SHOWN HEREON FOR THE USES SHOWN THEREON; DO HEREBY DEDICATE ALL ROAD RIGHT OF WAYS TO THE PUBLIC; AND DO HEREBY WAIVE ON BEHALF OF OURSELVES AND OUR SUCCESSORS IN INTEREST, ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY OCCASIONED TO THE LAND ADJACENT TO SUCH DEDICATED ROAD RIGHT OF WAYS BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROAD RIGHT OF WAYS.

JEFFERY J. SEITZ LAUREN L. SEITZ

### ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.  
 COUNTY OF BENTON }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JEFFERY J. SEITZ AND LAUREN L. SEITZ SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: \_\_\_\_\_ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

TITLE: \_\_\_\_\_

MY APPOINTMENT EXPIRES: \_\_\_\_\_

### BENTON COUNTY APPROVALS

THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE COUNTY OF BENTON, STATE OF WASHINGTON.

BENTON COUNTY ENGINEER DATE

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS DATE

CHAIRMAN, BENTON COUNTY PLANNING COMMISSION DATE

BENTON FRANKLIN HEALTH DISTRICT DATE

### TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20\_\_\_\_. PARCEL NO. 1-1196-202-0039-000

BENTON COUNTY TREASURER DATE

BENTON COUNTY ASSESSOR DATE

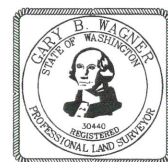
### AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF RICHARD SHAW. RECORDED IN VOLUME \_\_\_\_\_ OF PLATS.

PAGE \_\_\_\_\_, RECORDS OF BENTON COUNTY, WASHINGTON, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

BENTON COUNTY AUDITOR FEE NUMBER



**RSI ROGERS SURVEYING INC., P.S.**  
 1455 COLUMBIA PARK TRAIL  
 RICHLAND, WA 99352  
 PHONE (509) 783-4141  
 FAX: (509) 783-8994  
 www.rogerssurveying.com

CLIENT	JEFF AND LAUREN SEITZ	JOB	33317
PROJECT	PLAT OF SEITZ RIVER TRACTS SEC. 11, T.9N., R.26E., W.M.		
DRN. BY	MFH	SCALE 1"= 200'	F. B. NO. NONE
APPROVED	GBW	DATE 12/22/17	ACAD. VER. -2017 FILE: 33317
			SHEET 2 OF 3

REV: 12/31/19

## Donna Hutchinson

---

**From:** Ed Mitchell <bidmitchell@frontier.com>  
**Sent:** Thursday, January 2, 2020 8:11 AM  
**To:** Donna Hutchinson  
**Cc:** Tyler Wilson; Bob Buoy  
**Subject:** [EXTERNAL] Fw: Scanned image from Benton Irrigation District  
**Attachments:** Benton.Irrigation@frontier.com\_20200102\_070732.pdf

**CAUTION:** This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Comments for Seitz River Plat.

20" mainline in north easement must have 36" of cover over pipe. (To be verified by BID)  
Signature line on page 2 incorrect. (see attached)  
East parcel# and owner incorrect. (see attached)  
Deliveries and easements must be in place before Benton Irrigation District will sign Plat.  
Must obtain permit and specs from Benton Irrigation District to install irrigation system.  
Benton Irrigation District must approve irrigation system plans before installation begins.  
The road to access our river pump station must be labeled as an access easement. (see attached)

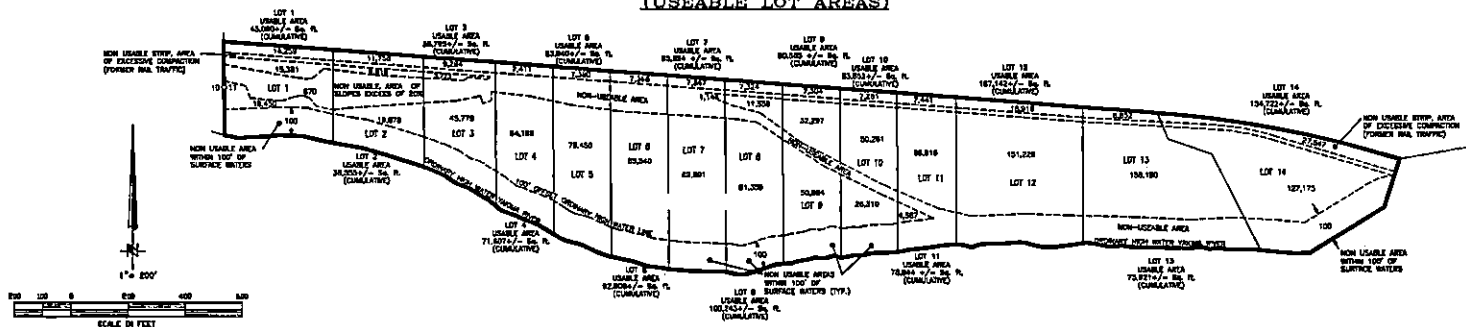
Thank you

Ed Mitchell  
Operations Manager  
Benton Irrigation District  
cell (509) 947-8908



**AMENDED PLAT OF SEITZ RIVER TRACTS**  
 AMENDING PLAT OF SEITZ RIVER TRACTS RECORDED IN VOL. 16 OF PLATS, PAGE 0541  
 LOCATED IN PORTIONS SW 1/4 NW 1/4, SE 1/4 NW 1/4, NW 1/4 SW 1/4, NE 1/4 SW 1/4,  
 SW 1/4 NE 1/4 AND NW 1/4 SE 1/4 SECTION 11, TOWNSHIP 9 NORTH, RANGE 26 EAST, W.M.  
 BENTON COUNTY, WASHINGTON

**(USEABLE LOT AREAS)**



**UTILITY APPROVALS**

THE UTILITY EASEMENTS SHOWN HEREON ARE APPROVED BY THE UTILITIES:

BENTON PUBLIC, NO. 1 \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**IRRIGATION APPROVAL**

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE BENTON IRRIGATION DISTRICT AND THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE NECESSARY TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THESE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 91A.17.310 AND THAT ALL ACCREDITMENTS HAVE BEEN PAID THROUGH THE YEAR \_\_\_\_\_.

BENTON IRRIGATION DISTRICT \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**OWNERS' CERTIFICATE/DEDICATION**

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE TRACT OF LAND DESCRIBED HEREON, HAVE GIVEN OUR FREE CONSENT AND IN ACCORDANCE WITH OUR RESPECTIVE STATE LAWS TO BE SURVEYED AND PLATTED INTO LOTS AND ROADS AS SHOWN HEREON UNDER THE NAME OF SEITZ RIVER TRACTS. TO HEREBY GRANT ALL EASEMENTS SHOWN HEREON FOR THE USES SHOWN THEREON TO HEREBY RESOLVE ALL ROAD RIGHTS OF WAY TO THE PUBLIC AND TO HEREBY WAIVE ON BEHALF OF OURSELVES AND OUR SUCCESSORS IN INTEREST, ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AGENCY WHICH MAY OCCUR TO THE LAND RELATIVE TO SUCH DEDICATED ROAD RIGHT OF WAY BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROAD RIGHT OF WAY.

JEFFREY A. SEITZ \_\_\_\_\_ LAUREN L. SEITZ \_\_\_\_\_

**ACKNOWLEDGMENT**

COUNTY OF BENTON  
 COUNTY OF BENTON

I HEREBY CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JEFFREY A. SEITZ AND LAUREN L. SEITZ BORNED THIS INSTRUMENT, ON DAILY STATED THAT HE/SHE HAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES SET FORTH IN THE INSTRUMENT.

DATE \_\_\_\_\_ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

TITLE \_\_\_\_\_  
 BY APPOINTMENT EXPIRES: \_\_\_\_\_

**BENTON COUNTY APPROVALS**

THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE COUNTY OF BENTON, STATE OF WASHINGTON.

BENTON COUNTY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS \_\_\_\_\_ DATE \_\_\_\_\_

CHAIRMAN, BENTON COUNTY PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

BENTON FRANKLIN HEALTH DISTRICT \_\_\_\_\_ DATE \_\_\_\_\_

**TREASURER'S CERTIFICATE**

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20\_\_\_\_, PARCEL NO. 1-1198-001-008-003.

BENTON COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

BENTON COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD AT THE REQUEST OF RECORD OWNER, RECORDED IN VOLUME \_\_\_\_\_ OF PLATS,

PAGE \_\_\_\_\_, RECORDS OF BENTON COUNTY, WASHINGTON, AT \_\_\_\_\_ MONTHS PAST \_\_\_\_\_ IN, THIS

DAY OF \_\_\_\_\_, 20\_\_\_\_ AD

BENTON COUNTY AUDITOR \_\_\_\_\_ FEE NUMBER \_\_\_\_\_



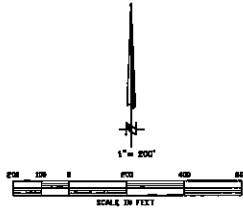
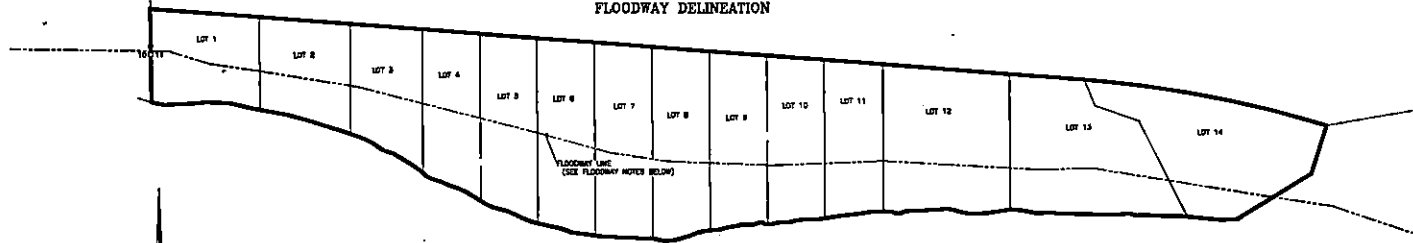
CLIENT	JEFF AND LAUREN SEITZ	JOB	35317
PROJECT	PLAT OF SEITZ RIVER TRACTS		
	SEC. 11, T.9N., R.26E., W.M.		
DRAWN BY	WPH	SCALE	1" = 200'
APPROVED	CSB	DATE	12/21/19
		F. & M. NO.	NOV 2017
		PLC	35317
		SHEET	2



# AMENDED PLAT OF SEITZ RIVER TRACTS

AMENDING PLAT OF SEITZ RIVER TRACTS RECORDED IN VOL. 15 OF PLATS, PAGE 0841  
 LOCATED IN PORTIONS SW 1/4 NW 1/4, SE 1/4 NW 1/4, NW 1/4 SW 1/4, NE 1/4 SW 1/4,  
 SW 1/4 NE 1/4 AND NW 1/4 SE 1/4 SECTION 11, TOWNSHIP 9 NORTH, RANGE 26 EAST, W.M.  
 BENTON COUNTY, WASHINGTON

## DEPARTMENT OF ECOLOGY FLOODWAY DELINEATION



### FLOODWAY NOTE

- 1) THE FLOODWAY LINE SHOWN HEREON IS SHOWN ENTIRELY AT THE REQUEST OF THE BENTON COUNTY PLANNING DEPARTMENT AND THE WASHINGTON STATE DEPARTMENT OF ECOLOGY.
- 2) SAID FLOODWAY LINE WAS DERIVED FROM A WASHINGTON STATE DEPARTMENT OF ECOLOGY METHOD OF FIELD PROVIDED BY THE DEPARTMENT OF ECOLOGY TO JERRY SURVING, INC. THE SOURCE OF INFORMATION FROM WHICH SAID METHOD WAS DERIVED IS UNKNOWN. CONSEQUENTLY, THE LOCATION OF SAID FLOODWAY LINE IS SHOWN FOR INFORMATION ONLY.
- 3) THIS SURVEYOR MAKES NO WARRANTY OR CLAIM REGARDING THE ACCURACY OF SAID FLOODWAY LINE.



### AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF RICHARD BINK. RECORDED IN VOLUME \_\_\_\_\_ OF PLATS,  
 PAGE \_\_\_\_\_, RECORDS OF BENTON COUNTY, WASHINGTON, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ H. THIS  
 DAY OF \_\_\_\_\_, 20\_\_ A.D.  
 BENTON COUNTY AUDITOR \_\_\_\_\_ FEE NUMBER \_\_\_\_\_



REV: 12/31/13		CLIENT: JEFF AND LAUREN SEITZ	JOB: 33317
PROJECT: PLAT OF SEITZ RIVER TRACTS		SEC. 11, T.9N., R.26E., W.M.	
DRWN BY: BPH	SCALE: 1" = 200'	P. & M. NO. NONE	SHEET 3
APPROVED: CSM	DATE: 12/22/13	HEAD VER: -2317	OF 2
		FILE: 33317	



## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that there has been proposed to the Board of County Commissioners the following application. Public comment will be taken at the public hearing on Tuesday, February 25, 2020, at 9:00 a.m., in the Commissioners Hearing Room, Third Floor, Courthouse, Prosser. The Board will conduct the hearing to consider all testimony and act upon the Planning Commission's recommendation.

**SA 2020-001** - a subdivision alteration to the Final Plat of Seitz River Tracts to correct an omission of the Benton Irrigation District requirements and Signature Block. The proposed alteration and only change on the plat map are the inclusion of requirements by the Benton Irrigation District and a signature block for their approval of the plat map and a correction to the final plat map legal description.

**NOTICE IS FURTHER GIVEN** that All parties concerned may appear and present any support for or objections to the alteration or provide written testimony to the Board of Commissioners in care of the planning department on or before the date of the hearing. At the conclusion of the hearing, the Board will either approve, approve with conditions, or deny the requests. Copies of the applications may be viewed on the County's website at <http://tinyurl.com/BCpublicnotice> or copies may be requested by calling or writing the planning office using the information below. Any comments regarding these applications may be made at the above hearing before the Board or submitted in writing. All written comments submitted by mail should be sent to Benton County Planning Department, P.O. Box 910, Prosser, WA 99350-0910. Comments may also be submitted by email to [planning.department@co.benton.wa.us](mailto:planning.department@co.benton.wa.us). Both written and electronic comments must be received in the Planning Dept. by 3:00 p.m. February 24, 2020.

Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

Benton County welcomes full participation in public meetings by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the Benton County Planning Dept. at 786-5612 or you may request in writing to the above address at least ten days prior to the date of the meeting to make arrangements for special needs.

JAMES BEAVER, Chairman  
BOARD OF COUNTY COMMISSIONERS

Greg Wendt,  
BENTON COUNTY PLANNING MANAGER

Publish date: February 12, 2020.

**BENTON COUNTY SUBDIVISION  
ALTERATION APPLICATION**



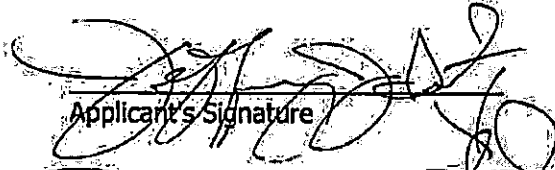
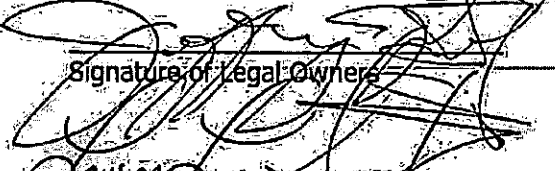

File No. SA 2020-001

1. Name of Proposed Plat Seitz River Tracts
2. Name and address of Applicant Jeff Seitz 27405 W. Highland Ext.  
Benton City WA 99320  
Telephone 509.845.4410  
If you wish to be contacted via email please list your email address: \_\_\_\_\_  
jjseitz@yahoo.com
3. Attach names and addresses of all legal owners affected by the alteration. Include both spouses if both are listed as legal owners.
4. Legal description (Parcel Numbers) of subdivision, or portion thereof, to be altered: \_\_\_\_\_  
See attached Seitz River tracts SUB 2018-004  
1-1916-302-0000-001 thru-014
5. Explain reason for alteration requested: Benton Irrigation signatures  
required
6. Describe existing land uses on properties to be altered: subdivision  
Vacant land
7. The applicant shall submit fifteen (15) copies of the preliminary plat showing the proposed alterations. The following information shall be included on the plat map:
  - a. All information on the existing recorded plat.
  - b. Proposed alterations clearly identified and shown on the plat.
  - c. The map scale shall be at the same scale as the existing recorded plat.The above information can be drafted upon a copy of the existing plat or plats or portion desired to be altered.

8. If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision and the application for alteration resulted in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relative covenants to accomplish the purpose of the subdivision or portion thereof.

9. Other comments or pertinent information: revision of final plat to  
include Benton Irrigation signature

I/we hereby state that I/we are the applicant(s)/owners of this application and that the owner(s) of the property hereby approve(s) this application. I/we also certify that the information given in this application is true and complete to the best of my/our knowledge.

 Applicant's Signature	<u>Jeffery J. Seitz</u> Print Name	<u>1/15/20</u> Date
 Signature of Legal Owners	<u>Jeffery J. Seitz</u> Print Name	<u>1/15/20</u> Date
 Signature of Legal Owners	<u>Lauren L. Seitz</u> Print Name	<u>1.15.20</u> Date

_____ Signature of Legal Owners	_____ Print Name	_____ Date
_____ Signature of Legal Owners	_____ Print Name	_____ Date
_____ Signature of Legal Owners	_____ Print Name	_____ Date
_____ Signature of Legal Owners	_____ Print Name	_____ Date
_____ Signature of Legal Owners	_____ Print Name	_____ Date

**If the applicant or legal owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.**

Applicant or legal owner: \_\_\_\_\_

By: \_\_\_\_\_  
(print name) (Title)

Signature: \_\_\_\_\_  
(Signature) (Title)

The above signed officer of \_\_\_\_\_ (name of entity)  
warrants and represents that all necessary legal and corporate actions have been duly  
undertaken to permit \_\_\_\_\_ to submit this  
application and that the above signed officer has been duly authorized and instructed to  
execute this application.

**(Persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.) Attach additional sheets if necessary for legal owners' signatures:**

**FEE: \$500.00 submitted with the application. Checks are to be made payable to the Benton County Treasurer. THIS FEE IS NON-REFUNDABLE. The recording fee payable to the Benton County Auditor is due at the time of recording.**

**Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.**

**FOR OFFICIAL USE ONLY:**  
Critical Area Review Completed by \_\_\_\_\_ on \_\_\_\_\_  
Application approved for processing by \_\_\_\_\_ on \_\_\_\_\_  
Zoning \_\_\_\_\_ Comp Plan Designation \_\_\_\_\_

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>2/25/2020</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Road Vacation</u>	Pass Resolution _____	Public Hearing <u>X</u> _____
Prepared by: <u>CRW</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other <u>X</u> _____	Other _____

**BACKGROUND INFORMATION**

Due to the realignment of Clodfelter Road a portion of the road has become an unusable remnant.

The Board ordered the County Engineer to prepare a report on the viability of such vacation via Resolution 2020-115. The report has been completed and is being provided for the Board to review as part of this package.

**SUMMARY**

The Board must hold a public hearing to consider the vacation of a portion of Clodfelter Road and review the County Engineer's report thereon.

**RECOMMENDATION**

Staff recommends that the Board give consensus to proceed with the vacation.

**FISCAL IMPACT**

None

**MOTION**

No motion is required. However, staff desires consensus from the Board on how to proceed.



# *Benton County*

## Public Works Department

Report of the Viability of Vacating a portion of Clodfelter Rd. Located in the South East quarter of the West half of the Northwest quarter of the Northeast quarter of section 12, Township 8 North, Range 28 East in Benton County, Washington.

February 25, 2020

Prepared by:

A handwritten signature in blue ink, appearing to read "D. D'Hondt", is written over a horizontal line.

Douglas D'Hondt, P.E., L.E.G.  
County Engineer

## **Overview**

This report is written to provide information in considering the vacation of a portion of Clodfelter Road, an unimproved County right of way. The report was ordered by the Board of Benton County Commissioners, in response to a petition to vacate such right of way, via Resolution 2020-115. The report highlights the historical, legal and engineering aspects of the proposed vacation.

## **Background**

The County holds a right of way, 60 feet in width, for Clodfelter Road. Clodfelter Road was realigned in 2015, a portion of the right-of-way under discussion was not vacated and has become an unusable remnant. The portion of the road under discussion, contains 0.22 acres to the North West of W 15<sup>th</sup> Avenue, a city of Kennewick road. The vacation of the portion of right-of-way under discussion is part of the platting requirements for the proposed Dove Ridge development. The Southerly boundary of Dove Ridge lies Northwesterly of the portion of Clodfelter road to be vacated.

Currently the right of way is not occupied by the surrounding landowners.

## **Legal Consideration**

Chapter 36.87 RCW sets forth the procedures, conditions and considerations for roadway vacation. The Board of County Commissioners is responsible for the layout, construction, maintenance and administration of the County road system.

All parcels adjoining the Clodfelter Road right of way have frontage along other improved roadways.

## **Engineering Consideration**

There are utilities in the Clodfelter Road right of way. The utility easements shall be retained.

## **Recommendation**

It is the opinion of the County Engineer that this portion of Clodfelter Road is useless as a part of the County road system and should be vacated.

# EXHIBIT A

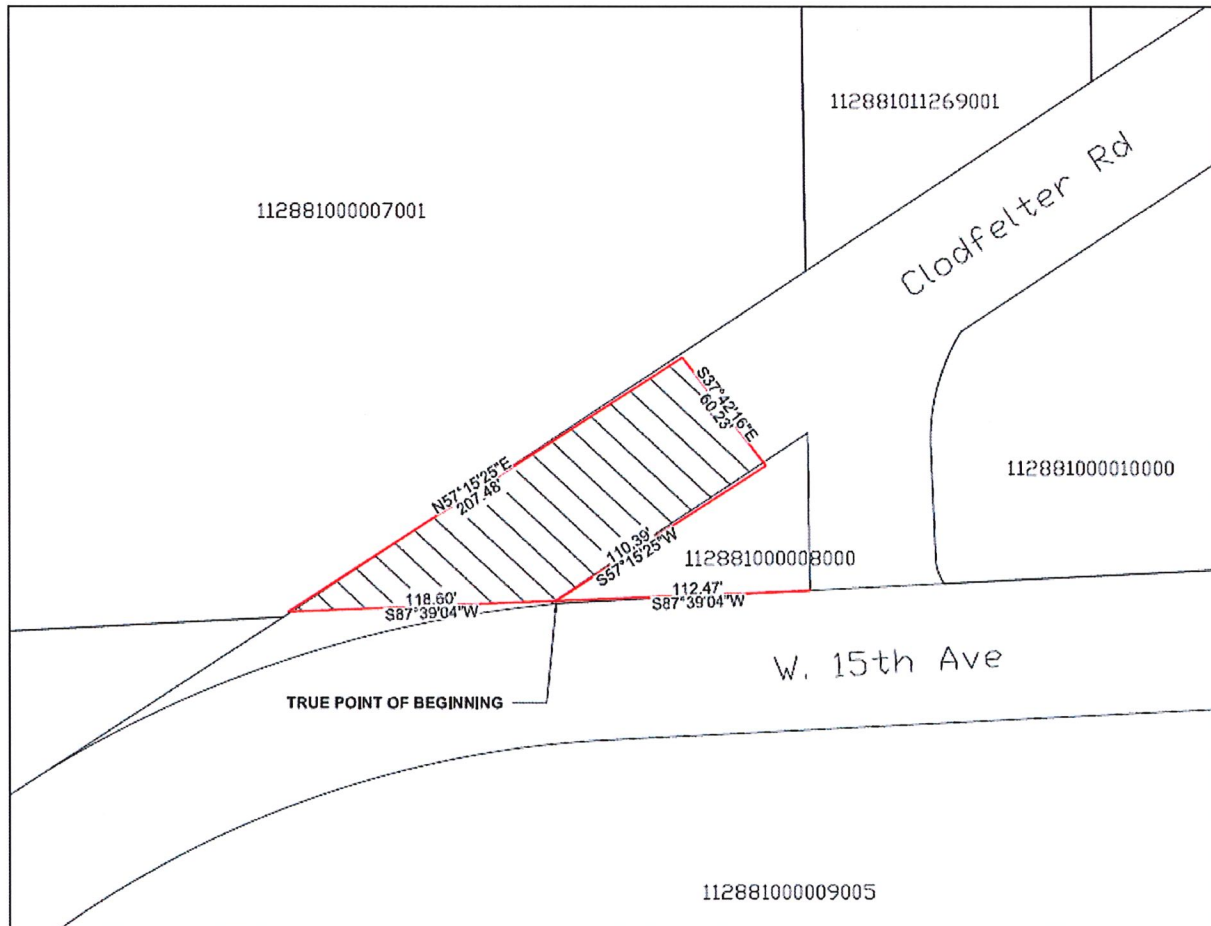
## Vacation of a portion of Clodfelter Road

THAT PORTION OF THE SOUTH EAST QUARTER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST, ALONG THE SOUTH LINE OF SAID WEST HALF, SOUTH 87°39'04" WEST, 112.47 FEET TO THE SOUTHEAST LINE OF CLODFELTER ROAD AND THE TRUE POINT OF BEGINNING; THENCE WEST, CONTINUING ALONG SAID SOUTH LINE, SOUTH 87°39'04" WEST, 118.60 FEET TO THE NORTHWEST LINE OF CLODFELTER ROAD; THENCE NORTHEAST, ALONG SAID NORTHWEST LINE OF CLODFELTER ROAD, NORTH 57°15'25" EAST, 207.48 FEET ; THENCE SOUTH 37°42'16" EAST, 60.23 FEET TO THE SOUTHEAST LINE OF CLODFELTER ROAD; THENCE SOUTHWEST, ALONG SAID SOUTHEAST LINE OF CLODFELTER ROAD, SOUTH 57°15'25" WEST, 110.39 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.22 ACRES, MORE OR LESS

BASIS OF BEARING SURVEY 3212



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>February 25, 2020</u>	Execute Agreement _____	Consent Agenda _____
Subject: <u>6-Year Road Program and 1-Year Road Program</u>	Pass Resolution _____ X _____	Public Hearing _____ X _____
Prepared by: <u>BEP</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>DPD</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The 2020-2025 Six-Year Road Program was adopted on July 30, 2019 and the annual road plan for year 2020 was adopted on November 12, 2019. The Transportation Alternatives Program (TAP), Service Transportation Program (STP), and the Highway Safety Improvement Program (HSIP) put out a call for projects after the 2020 – 2025 Six-Year Road Program and One-Year Road Program were approved. A public hearing was held on February 25, 2020 and no opposition was brought forth. Therefore, the amendment of the 2020-2025 Six-Year Road Program and 2020 One-Year Road Program need to be approved by the Board.

**SUMMARY**

The amendment of the 2020-2025 Six-Year Road Program and the 2020 One-Year Road Program has been prepared, and a public hearing was held with no opposition. These projects were adopted on the Statewide Transportation Improvement Program (STIP). Therefore, it is recommended the Board approve the amendment of the 2020-2025 Six-Year Road Program and the 2020 One-Year Road Program.

**RECOMMENDATION**

Approve the amendment of the 2020-2025 Six-Year Road Program and 2020 One-Year Road Program.

**FISCAL IMPACT**

See attached documentation.

**MOTION**

The Board of Benton County Commissioners hereby concurs with the County Engineer’s recommendation and hereby approves the following amendments to the 2020-2025 Six-Year Road Program and the 2020 One-Year Road Program:

Plymouth Road Pavement Overlay	PE Phase (2020): \$57,804	CN Phase (2021): \$1,734,104
Dallas Road Bike Path	PE Phase (2020): \$75,000	CN Phase (2021): \$575,000
Guidepost and Guardrail Installation	PE Phase (2020): \$111,300	CN Phase (2020): \$505,400

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF COUNTY ROADS RE: APPROVING THE AMENDMENT OF THE 2020 - 2025 SIX-YEAR ROAD PROGRAM AND THE 2020 ONE-YEAR ROAD PROGRAM TO INCLUDE PLYMOUTH ROAD PAVEMENT OVERLAY, DALLAS ROAD BIKE PATH, AND GUIDEPOST AND GUARDRAIL INSTALLATION PROJECTS**

**WHEREAS**, RCW 36.81.121 requires development of perpetual advanced six-year plans for coordinated transportation and WAC 136-16-010 requires the submission of annual road plans; and

**WHEREAS**, the updated six-year plan, describing the road maintenance and improvement program for the period of 2020 through 2025 was adopted on July 30, 2019 and the annual road plan for year 2020 was adopted on November 12, 2019; and

**WHEREAS**, the Transportation Alternatives Program (TAP), Service Transportation Program (STP), and the Highway Safety Improvement Program (HSIP) put out a call for projects after the 2020 – 2025 Six-Year Road Program and One-Year Road Program were approved; and

**WHEREAS**, Public Works has now secured TAP, STP, and HSIP funding for the projects; and

**WHEREAS**, in accordance with RCW 36.81.121, a public hearing was held on February 25, 2020, for the proposed changes to the 2020-2025 Six-Year Road Program; and

**WHEREAS**, the County Engineer recommends approval of the amendments to the 2020-2025 Six-Year Road Program and the 2020 One-Year Road Program; **NOW, THEREFORE,**

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby concurs with the County Engineer's recommendation and hereby approves the following amendments to the 2020-2025 Six-Year Road Program and the 2020 One-Year Road Program:

Plymouth Road Pavement Overlay	PE Phase (2020): \$57,804	CN Phase (2021): \$1,734,104
Dallas Road Bike Path	PE Phase (2020): \$75,000	CN Phase (2021): \$575,000
Guidepost and Guardrail Installation	PE Phase (2020): \$111,300	CN Phase (2020): \$505,400

Dated this 25th day of February, 2020.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest \_\_\_\_\_  
Clerk of the Board

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



# Six Year Transportation Improvement Program From 2020 to 2025

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		Dallas Road Bike Path Project Dallas Rd to The project will widen the shoulders to include 5-foot bicycle lanes both sides of the road. This Work will include clearing the existing ground of vegetation, removing existing shoulders to the edge of traveled way, placing fill and crushed surfacing under the new shoulders and paving the new bike lanes. Most of the ground is already near the needed grade for construction. Therefore, limited filling and regrading will be needed. No right-of-way acquisition will be required.	WA-12637					04		2.020		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020	TAP(UL)	75,000		0	0	75,000
S	CN	2021	TAP(UL)	575,000		0	0	575,000
<b>Totals</b>				<b>650,000</b>		<b>0</b>	<b>0</b>	<b>650,000</b>

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
PE	75,000	0	0	0	0	
CN	0	575,000	0	0	0	
<b>Totals</b>	<b>75,000</b>	<b>575,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	

	Federal Funds	State Funds	Local Funds	Total Funds
<b>Grand Totals for Benton Co.</b>	<b>650,000</b>	<b>0</b>	<b>0</b>	<b>650,000</b>



## Six Year Transportation Improvement Program From 2020 to 2025

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		Guidepost and Guardrail Installation  Various  to  Install guardrail, guideposts, and curve signing on the following: * Oak St (#76130) about 0.70 miles north of Game Farm Rd - Guardrail * Demoss Rd (#51170) from MP 1.72-2.72 - Guardrail * Demoss Rd (#51170) from MP 3.82-3.89 - Guardrail * Webber Canyon Rd (#11180), Badger Rd (#55100), Old Inland Empire Hwy (#22150) - Guideposts and Curve Signing	WA-12636					21				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020	HSIP	100,100		0	11,200	111,300
S	CN	2020	HSIP	505,400		0	0	505,400
<b>Totals</b>				<b>605,500</b>		<b>0</b>	<b>11,200</b>	<b>616,700</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	111,300	0	0	0	0
CN	505,400	0	0	0	0
<b>Totals</b>	<b>616,700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



## Six Year Transportation Improvement Program From 2020 to 2025

Agency: Benton Co.

County: Benton

MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		Plymouth Road Pavement Overlay Plymouth Rd to The project will overlay the road with 2 inches of hot-mix asphalt. The road will be re-stripped with road accesses overlaid to match.	WA-12638					05		3.880		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020	STP(R)	50,000		0	7,804	57,804
S	CN	2021	STP(R)	1,500,000		0	234,104	1,734,104
<b>Totals</b>				<b>1,550,000</b>		<b>0</b>	<b>241,908</b>	<b>1,791,908</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	57,804	0	0	0	0
CN	0	1,734,104	0	0	0
<b>Totals</b>	<b>57,804</b>	<b>1,734,104</b>	<b>0</b>	<b>0</b>	<b>0</b>

	Federal Funds	State Funds	Local Funds	Total Funds
<b>Grand Totals for Benton Co.</b>	<b>2,155,500</b>	<b>0</b>	<b>253,108</b>	<b>2,408,608</b>

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>2/25/2020</u>	Execute Contract _____	Consent Agenda _____	
Subject: <u>Public Hearing</u>	Pass Resolution _____x_____	Public Hearing _____x_____	
Prepared by: <u>Linda Ivey</u>	Pass Ordinance _____	1st Discussion _____	
Reviewed by:	Pass Motion _____	2nd Discussion _____	
	Other _____	Other _____	

**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 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 the request for a budget adjustment for Current Expense, Corrections, Department 120.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2019-2020 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 120, BUDGET IN THE AMOUNT OF \$1,064,764**

**WHEREAS**, the Finance Manager has requested a budget adjustment to the Current Expense Budget, Fund No. 0000-101, Department No. 120 in the amount of \$1,064,764 for expenditures associated with Washington State Health Care Authority Grant for the purpose of medicated assisted treatment for opioid treatment networks within the Benton County Jail; and

**WHEREAS**, a public hearing was held on Tuesday February 25, 2020, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

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

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2019-2020 Current Expense Budget, Fund No. 0000-101, Department No. 120, in the amount of \$1,064,764 be approved per the attached request.

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      Commissioners  
cc:      Auditor

Prepared by L.Ivey

Commissioners' Date Stamp:

# TRANSMITTAL REQUEST FOR BUDGET ADJUSTMENT

Fund Name: <b>Current Expense</b>	Fund Number: <b>0000101</b>
Dept Name: <b>Corrections</b>	Dept Number: <b>120</b>

### Request Summary

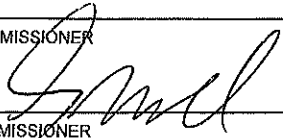
Expenditure		Additional Amount	Revised Budget
BARS Number	Item Name		
523.620.3110	Medical Supplies (opioid treatment)	170,000	226,863
523.620.4122	Professional Services Opioid Response Treatment	894,764	1,255,066
<b>Total Adjustment</b>		<b>\$1,064,764</b>	

Revenue		
BARS Number	Item Name	Amount
333.93.7884	HHS Opioid Response Grant	
<b>Total Revenue</b>		<b>\$1,064,764</b>

**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

  
 CHAIRMAN  
**JEROME DELVIN - ABSENT**

COMMISSIONER  
  
 COMMISSIONER

- Approved for Hearing
- Denied

Review Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>2/25/2020</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Public Hearing</u>	Pass Resolution <u>  X  </u>	Public Hearing <u>  X  </u>
Prepared by: <u>Linda Ivey</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**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 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 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 approve the request for a budget adjustment to the REET Technology fund.

**FISCAL IMPACT**

Fiscal Impact to REET Technology Fund, fund number 0129101 - \$220,000

**MOTION**

The Board of Benton County Commissioners hereby approve the request for a budget adjustment to the REET Technology fund.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2019-2020 REET TECHNOLOGY FUND NO. 0129101, DEPARTMENT 000, BUDGET IN THE AMOUNT OF \$220,000

**WHEREAS**, the Finance Manager has requested a budget adjustment to the REET Technology Fund Budget, Fund No. 0129101, Department No. 000 in the amount of \$220,000 for expenditures associated with a capital software purchase of the Spatialest, the Harris Govern Online and the EagleView; and

**WHEREAS**, a public hearing was held on Tuesday February 25, 2020, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

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

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2019-2020 REET Technology Fund Budget, Fund No. 0129101, Department No. 000, in the amount of \$220,000 be approved per the attached request.

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

## TRANSMITTAL REQUEST FOR BUDGET ADJUSTMENT

Fund Name: <b>REET Technology</b>	Fund Number: <b>0129101</b>
Dept Name:	Dept Number:

**Request Summary**

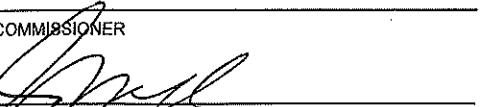
Expenditure	Additional Amount	Revised Budget
BARS Number	Item Name	
594.140.6430	Capital Software	220,000
<b>Total Adjustment</b>		<b>\$220,000</b>

Revenue		
BARS Number	Item Name	Amount
291.74.0001	Fund Balance	
<b>Total Revenue</b>		<b>\$220,000</b>

**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 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.

**Commissioners**

  
 CHAIRMAN  
**JEROME DELVIN - ABSENT**

COMMISSIONER  
  
 COMMISSIONER

Approved for Hearing  
 Denied

Review Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>2/25/2020</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Public Hearing</u>	Pass Resolution _____ <u>x</u> _____	Public Hearing _____ <u>x</u> _____
Prepared by: <u>Linda Ivey</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**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 approve the budget adjustment for 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 the budget adjustment for the 2020 Cash Carry Forward.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2019-2020 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 115, BUDGET IN THE AMOUNT OF \$3,600,000

WHEREAS, the Finance Manager has requested a budget adjustment to the Current Expense Budget (Fund No. 0000-101, Department No. 115) in the amount of \$3,600,000 for expenditures associated with 2020 Cash Carry Forward; and

WHEREAS, a public hearing was held on Tuesday February 25, 2020, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

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

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2019-2020 Current Expense Budget (Fund No. 0000-101, Department No. 115), in the amount of \$3,600,000 be approved per the attached request.

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      Commissioners  
cc:      Auditor

Prepared by L.Ivey



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> <b>February 26, 2020</b> <b>Subject:</b> Feasibility study for the proposed recovery center <b>Prepared by:</b> Deena Horton, Admin Asst <b>Reviewed by:</b> Kyle Sullivan, Manager-DHS	<b>Execute Contract</b> ___ <b>Pass Resolution</b> ___ <b>Pass Ordinance</b> ___ <b>Pass Motion</b> ___ <b>Other</b> ___ <u>X</u> ___	<b>Consent Agenda</b> ___ <b>Public Hearing</b> ___ <b>1st Discussion</b> ___ <b>2nd Discussion</b> ___ <u>X</u> ___ <b>Other</b> ___

**BACKGROUND INFORMATION**

Franklin County Board of Commissioners have decided not to support the Feasibility Study for the proposed Recovery Center.

This second discussion is to update the Benton County board.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	February 25, 2020	Execute Contract	_____	Consent Agenda	_____
Subject:	Temporary Help in Crime Victim Comp	Pass Resolution	_____	Public Hearing	_____
Prepared by:	Ginny Baddley	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	Andy Miller	Pass Motion	_____	2nd Discussion	_____
		Other	<u>    X    </u>	Scheduled Business	<u>    X    </u>

**BACKGROUND INFORMATION**

The supervisor position in our Victim Witness division was open for one month before being filled. We are asking to use the excess wages from this position to fund a temporary position for a few months to help this division get caught up during this transition period. This request is for the 2019-2020 budget cycle only and we are not asking for it to be carried forward to the 2021-2022 budget cycle at this time.

**SUMMARY** : See above.

**RECOMMENDATION**: Approve a resolution authorizing the temporary help position in the Crime Victim Fund.

**FISCAL IMPACT**: None.

**MOTION**: I move that we approve the resolution authorizing the temporary help position in the Crime Victim Fund to be funded in the 2019-2020 budget cycle and will not be carried forward to the 2021-2022 budget cycle at this time.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CRIME VICTIM FUND FUND NUMBER 0120101, 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; 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

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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
515.701	1348	Victim/ Witness Supervisor	\$11,000	515.701	1175	Temporary Help	\$11,000
TOTAL			\$11,000	TOTAL			\$11,000

**Explanation:**

Line item transfer is needed for Temporary Help.

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<b><u>AGENDA ITEM</u></b>	<b><u>TYPE OF ACTION NEEDED</u></b>	
Meeting Date: <u>Feb. 25, 2020</u>	Execute Contract	<u>X</u>
Subject: <u>Purchase Agreement</u>	Pass Resolution	<u>X</u>
Prepared by: <u>J. Law</u>	Pass Ordinance	<u>      </u>
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	<u>      </u>
	Other	<u>      </u>
	Consent Agenda	<u>      </u>
	Public Hearing	<u>      </u>
	1st Discussion	<u>X</u>
	2nd Discussion	<u>      </u>
	Other	<u>      </u>

**BACKGROUND INFORMATION/SUMMARY**

The Benton County Sheriff’s Office (BCSO) has five (5) patrol vehicles that have reached over 100,000 miles, or by the time the procurements contemplated by this purchase agreement have been delivered are anticipated to have 100,000 miles or more, and with normal wear and tear are in need of replacement.

Washington State Contract No. 05916 allows for the purchase of 2020 Ford Police Interceptor AWD SUV’s from Columbia Ford, in Longview, WA. The following is the total amount of the purchase price including WSST, all in accordance with the breakdown attached hereto as Exhibit B:

Five (5) 2020 Ford Police Interceptor AWD SUV’s - State Contract No. 05916 from Columbia Ford for a total amount of \$218,377.22 including WSST @ 8.4%.

The overall upfit for each vehicle (Flashlights, Stop Sticks, decaling, emergency lighting, radio, computer supports and peripheral equipment) is approximately \$25,084.33 including WSST @ 8.6%.

**RECOMMENDATION**

Approve the attached Resolution and Purchase Agreement, authorizing the BCSO to purchase five (5) 2020 Ford Police Interceptor AWD SUV’s – State Contract No. 05916 from Columbia Ford for a total amount of \$218,377.22 including WSST, plus \$125,421.65 for overall upfit cost.

**APPROVED AS TO FORM**

Ryan Lukson

**FISCAL IMPACT**

The five (5) vehicles mentioned above, along with the upfit cost, were not included in the 2019/2020 budget process. This is a new request based upon replacement needs. The Sheriff’s Office and County Administrative personnel have worked together to identify PST as a funding source for this purchase.

**MOTION**

The Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby is authorized to sign the attached Purchase Agreement between Benton County and Columbia Ford Lincoln, Longview, WA for the purchase of five (5) Ford Police Interceptor Utility/SUV AWD, utilizing State Contract No. 05916 in the total amount of \$218,377.22 including WSST.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF FIVE (5) VEHICLES FROM COLUMBIA FORD LINCOLN UTILIZING WASHINGTON STATE CONTRACT NO. 05916 FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WA

**WHEREAS**, the Benton County Sheriff's Office has five (5) vehicles that have reached, or are anticipated to reach by the time replacement vehicles are received pursuant to this resolution, over 100,000 miles and with normal wear and tear are in need of replacement; and

**WHEREAS**, Washington State Contract No. 05916 allows for the purchase of 2020 Ford Police Interceptor Utility/SUV AWD vehicles from Columbia Ford Lincoln, Longview, WA; and

**WHEREAS**, said vehicles are to be used by the Benton County Sheriff's Office for patrol vehicles; and

**WHEREAS**, the following is the total amount of the purchase price including WSST, all in accordance with the breakdown attached hereto as Exhibit B:

- Five (5) Ford Police Interceptor Utility/SUV AWD – for a total amount of \$218,377.22, including WSST

**WHEREAS**, the Benton County Sheriff's Office recommends purchasing the above mentioned vehicles to replace vehicles on the regular rotation schedule; **NOW, THEREFORE**

**BE IT RESOLVED**, said purchase shall be paid out of the Public Safety Fund 0148-101; and

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby is authorized to sign the attached Purchase Agreement between Benton County and Columbia Ford Lincoln, Longview, WA for the purchase of five (5) Ford Police Interceptor Utility/SUV AWD, utilizing State Contract No. 05916 in the total amount of \$218,377.22 including WSST.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

Attest.....  
Clerk of the Board

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington



By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing the 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 agreements(s) for all purposes.

COLUMBIA FORD

Vendor Name (Print): MARIE TELLINGHUISEN Title: GOVT CONTRACTS MGR Date: 02/19/20

Vendor Signature: Marie Tellinghuisen

Chairman  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Beaver, Chairman

Member  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_  
Jerome Delvin, Pro Tem

Member  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_  
Shon Small, Member



**Pricing and Ordering**

Contract 05916 Motor Vehicles-Date Issued 1/5/2017

For Purchases of Materials, Supplies, Services, and Equipment  
Under the Authority of [Chapter 39.26 RCW](#)

<p><b>Awarded Contractor</b></p> <p><b><u>Alan Webb Nissan</u></b></p> <p><b><u>Columbia Ford/Hyundai</u></b></p> <p><b><u>Bud Clary Chevrolet/Toyota/Subaru</u></b></p> <p><b><u>Northsound-Chrysler/Jeep/Dodge</u></b></p> <p><b><u>Honda (Haselwood)</u></b></p> <p><b><u>Mercedes of Spokane</u></b></p> <p><b><u>Tesla</u></b></p> <p><b><u>BMW Northwest</u></b></p> <p><b><u>BYD Motors</u></b></p> <p><b><u>Mack Truck (TEC Equipment)</u></b></p> <p><b><u>Isuzu Trucks (RWC International)</u></b></p> <p><b><u>Pacific NW (BMW/Zero Motorcycles)</u></b></p> <p><b><u>Northwest Harley-Davidson</u></b></p> <p><b><u>Honda (A&amp;L Powersports NW)</u></b></p> <p><b><u>GEM/Polaris (Raymond Handling Concepts)</u></b></p>
---

**MCC Contact Information**

<b>Contracts Specialist:</b>	Steve Hatfield
<b>Phone Number:</b>	(360) 407-9276
<b>Fax Number:</b>	(360) 586-3426
<b>Email:</b>	<a href="mailto:Steve.Hatfield@des.wa.gov">Steve.Hatfield@des.wa.gov</a>

**Customer Service Contact Information**

<b>Contract Resource Center:</b>	Customer Service
<b>Phone Number:</b>	(360) 407-2210
<b>Fax Number:</b>	(360) 407-9174
<b>Email:</b>	<a href="mailto:contractingandpurchasing@des.wa.gov">contractingandpurchasing@des.wa.gov</a>










**Customer Site Information**














<b>CARS Site:</b>	<a href="https://fortress.wa.gov/ga/apps/CARS/ContractVehicleMenu.aspx">https://fortress.wa.gov/ga/apps/CARS/ContractVehicleMenu.aspx</a>
<b>CARS Purchaser Instructions:</b>	 CARS Purchaser Instructions.pdf









## Contract Automobile Request System (CARS)

Manufacturers/Dealers will provide Pricing and Ordering information below:

[CARS](#)  
[Click here to start the process](#)

Contract/Amend.	Manufacturer	Awarded Vendor	Payment Details
 Bud Clary Contract 05916.pdf		<b>Bud Clary Chevrolet</b> 1030 Commerce Ave. Longview, WA 98632 Contact: <b>Becky Davis</b> <b>(360) 423-1700</b> <a href="mailto:becky.davis@budclary.com">becky.davis@budclary.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$200/20 Days</b>
 Columbia Ford Lincoln Hyundai Contr		<b>Columbia Ford Lincoln Hyundai</b> 700 7 <sup>th</sup> Ave Longview, WA 98632 Contact: <b>Marie Tellinghiusen</b> <b>(360) 423-4321 ext. 187</b> <a href="mailto:mariet@colford.com">mariet@colford.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$300/20 Days</b>
 Dodge Contract 05916.pdf		<b>Dwayne Lane</b> 10515 Evergreen Way Everett, WA 98204 Contact: <b>Mike O'Donnell</b> <b>(425) 754-5006</b> <a href="mailto:modonnell@dwaynelane.com">modonnell@dwaynelane.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$250/20 Days</b>
 Mercedes Contract 05916.pdf		<b>Mercedes-Benz of Spokane</b> 21802 E George Gee Ave Liberty Lake, WA 99019 Contact: <b>Derek Law</b> <b>(509) 455-9100</b> <a href="mailto:dlaw@lithia.com">dlaw@lithia.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$200/20 Days</b>
 Toyota Contract 05916.pdf		<b>Toyota of Yakima</b> 2230 Longfibre Rd. Union Gap, WA 98909 Contact: <b>Colby Jones</b> <b>509-575-4868</b> <a href="mailto:colby.jones@budclary.com">colby.jones@budclary.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$200/20 Days</b>

 Honda Contract 05916.pdf	 <b>HONDA</b>	<b>Honda Auto Center</b> 13291 SE 36 <sup>th</sup> St Bellevue, WA 98006 Contact: <b>Alex Miller</b> (425) 643-3770 <a href="mailto:alexm@bellevuehonda.com">alexm@bellevuehonda.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$200/20 Days</b>
 Nissan Contract 05916.pdf	 <b>NISSAN</b>	<b>Alan Webb Nissan</b> 3608 NE Auto Mall Drive Vancouver, WA 98662 Contact: <b>George Zumwalt</b> (360) 892-9004 <a href="mailto:georgez@alanwebbautogroup.com">georgez@alanwebbautogroup.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$100/20 Days</b>
<p><b>Coming Soon</b></p>	 <b>TESLA</b>	<b>Tesla</b> 4500 Deer Creek Road Palo Alto, CA 94303 Contact: <b>Michael Stafford</b> (510) 249-8799 <a href="mailto:mstafford@tesla.com">mstafford@tesla.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>No/20 Days</b>
 BMW NW Contract 05916.pdf	 <b>BMW</b>	<b>BMW Northwest</b> 4011 20 <sup>th</sup> Street East Tacoma, WA 98424 Contact: Jimmy Barber (253) 922-8700 <a href="mailto:Jimmy.Barber@BMWNorthwest.com">Jimmy.Barber@BMWNorthwest.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>No/20 Days</b>
 BYD Contract 05916.pdf	 <b>BYD</b>	<b>BYD Motors</b> 800 Fifth Avenue #4100 Seattle, WA 98104 Contact: <b>Ted Dowling</b> (250) 580-8754 <a href="mailto:Ted.Dowling@byd.com">Ted.Dowling@byd.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>No/20 Days</b>
 RWC Contract 05916.pdf	 <b>ISUZU TRUCK</b>	<b>Isuzu Trucks</b> 13123 48 <sup>th</sup> Avenue South Tukwila, WA 98168 Contact: <b>John P. Gould</b> (206) 988-5311 <a href="mailto:jon@johnpatrickgould.com">jon@johnpatrickgould.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>No/20 Days</b>
 TEC-Mack Contract 05916.pdf	 <b>Mack</b>	<b>Mack Truck</b> 25619 Pacific HWY S Des Moines, WA 98198 Contact: <b>Jay Keen</b> (425) 766-1860 <a href="mailto:jkeen@tecequipment.com">jkeen@tecequipment.com</a>	<u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$200/20 Days</b>

 <p>Powersports NW Honda Contract 0591</p>	 <p><b>Powersports NW</b> 300 S. Tower Avenue Centralia, WA 98531 Contact: <b>David Lipinski</b> <b>(360) 736-0166</b> <a href="mailto:pnwdave@compprime.com">pnwdave@compprime.com</a></p>	<p><u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>Yes \$200/20 Days (Police Motorcycles)</b> <b>Yes \$100/20 Days (LSV)</b></p>
 <p>Pacific NW BMW Contract 05916.pdf</p>	 <p><b>Pacific Northwest</b> 5100 Pacific Hwy #101 Ferndale, WA 98248 Contact: <b>Stephen McBee</b> <b>(360) 223-1417</b> <a href="mailto:Smcbee6121@aol.com">Smcbee6121@aol.com</a></p>	<p><u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>No/20 Days</b></p>
 <p>NW Harley-Davidson Contract 05916.pdf</p>	 <p><b>NW Harley-Davidson</b> 8000 Freedom Ln NE Lacey, WA 98516 Contact: <b>Julio Valdenegro</b> <b>360-528-3750</b> <a href="mailto:julio@nwharley.com">julio@nwharley.com</a></p>	<p><u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>YES \$100/20 Days</b></p>
 <p>Raymond HC Contract 05916.pdf</p>	 <p><b>Raymond H.C.</b> 3500 West Valley Highway N. Auburn, WA 98001 Contact: <b>John Carpenter</b> <b>(253) 929-7579</b> <a href="mailto:jcarpenter@raymondhandling.com">jcarpenter@raymondhandling.com</a></p>	<p><u>Credit Card Acceptance</u> <b>NO</b> <u>Prompt Payment Discount</u> <b>No/20 Days</b></p>

**Special Conditions:**

**All current vehicle contracts may be viewed using the "Contract Search Tool" located at:**  
<http://des.wa.gov/services/ContractingPurchasing/CurrentContracts/Pages/default.aspx>

**1) Passenger Vehicle Approval (ONLY REQUIRED BY STATE AGENCIES)**

The operating budget that Governor Chris Gregoire signed May 2, 2012 includes a proviso that orders the director of the Department of Enterprise Services to give written approval before any agency can make a passenger vehicle purchase.

**Please note:** Fleet Operations will handle this process for agencies with fleets managed by DES. When purchasing passenger vehicles through state contracts, agencies should take into careful consideration the business need. Before signing off on vehicle purchase requests, DES Director will review the following criteria:

- Vehicle(s) are included in agency's biennial vehicle purchase plan.
- Written approval from the director of the agency making the request.
- Type of vehicle being requested.
- Expected use and location of the vehicle.
- If this is a new vehicle, what is the business need?
- If it is a replacement vehicle, what is it replacing?
- Current mileage of the vehicle being replaced. Current retirement mileage is a minimum of:
  - 100,000 miles for gas-powered sedans and station wagons.
  - 115,000 miles for hybrid sedans and SUVs.
  - 115,000 miles for small to mid-size SUVs and trucks.
  - 130,000 miles for full-size trucks and vans.
- Annual usage.
- Fuel efficiency. Executive Order 05-01 directs agencies to give preference to hybrid vehicles.

The [Passenger Vehicle Request Form](#) is available online. The signature of the agency director is required prior to any review. An electronic version of the signed form should be emailed to [vehicleapproval@des.wa.gov](mailto:vehicleapproval@des.wa.gov)

**2) Titles and Licensing**

Customer is to pay all title and licensing fees directly to the Department of Licensing (DOL) or their local sub agent. Dealer will not invoice customer for such fees, including the trauma care fee which will be paid to DOL per RCW 46.12.042 (2). Dealer check previously made out to DOL for a portion of the Licensing Fees will not be provided.

For information regarding the sale or purchase of surplus vehicles contact the Surplus Operations at (360) 753-3508.

### 3) **Ordering Process –**

For pricing and ordering please visit

<https://fortress.wa.gov/ga/apps/CARS/ContractVehicleMenu.aspx>

*Please take into consideration the following factors when making your vehicle purchase:*

- Total overall cost of vehicle, and/or
- Dealer location (region), and/or
- Local preferences, and/or
- Fleet consistency, and/or
- Vehicle availability, and /or
- Legislative mandates, etc.

### **Contract Vehicle Pricing:**

In the past vehicle contracts were awarded annually based on the manufacturers' build cycle. This contract uses a multi-year award process. The initial term will be four (4) years with the option to automatically renew for successive four (4) one year terms unless terminated earlier. New Model Year vehicles will be incorporated into the contract to allow for a smooth transition and uninterrupted vehicle availability; eliminating the "seasonal" cutoff periods. If orders are received after a model-year final order due date, manufacturer's new model year prices (increases or decreases) will be applied to contract pricing via contract amendment. Dealer will notify DES and customers of any model year price increases as soon as pricing is released by manufacturer. If not published on the Current Contract, customer may contact dealer directly to obtain final order due dates for current model year.

Contracted Dealers are not required to have business licenses or city business licenses for customer location. Contracted Dealers will have a WA business license for their specified dealership location only.

### 1) **Financing Option –**

DES does not offer financing options however the Washington State Treasurers office does have a program that may be able to help.

**Excerpt from Treasurers website:** <http://www.tre.wa.gov/LOCAL/index.shtml>

You have likely heard about this innovative financing option for local government agencies of all types. The LOCAL program has been developed with an eye toward making it easy to understand and easy to use.

The LOCAL program is an expanded version of the successful state agency lease/purchase program. The program was originally created by the Legislature in 1989 ([RCW 39.94](#)) to provide the lowest cost financing for state agency purchases by pooling funding needs into larger offerings of securities. Thanks to support and assistance from many friends of local government, the Legislature passed legislation in 1998 to provide local governments access to the program. Local government agencies of all types can finance equipment or real estate needs through the State Treasurer's office subject to existing debt limitations and financial considerations.

The major benefits of LOCAL are (1) simplicity and (2) low cost financing. Participants will benefit from the current program rating of Moody's Aa2, low fees and expenses, and access to the public bond markets. Please click on the following links to see the program's most current rates:

- [Recent LOCAL Lease/Purchase Interest Rates - Real Estate](#)
- [Recent LOCAL Lease/Purchase Interest Rates - Equipment](#)

An advisory body was convened to guide the program. Representatives of local governments were appointed by associations representing various types of entities to provide direction and feedback on proposed program features, guidelines, and procedures. We are committed to offering a program that will benefit local government and be simple to use.

The LOCAL program is an excellent example of state and local governments working together to deliver the most cost effective and highest quality product possible. As partners, we have created a program that delivers for you and your constituents.

**Delivery:**

Delivery of the awarded new, unused Vehicles is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer a minimum of forty eight (48) hours' notice prior to Delivery. Deliveries will be received only between 8:00am and 3:00pm (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer. Once notified by contracted dealer, customer will have seventy-two (72) hours to receive vehicle delivery.

Deliveries of awarded new vehicles are made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled Motor Vehicle with the Customer's prior coordination. The Contractor must make every effort to minimize the number of odometer miles at delivery.

**Upfit Equipment:**











If equipment has already been ordered from supplier, cancellation could have a 10-25% re-stocking fee for commonly ordered equipment. Equipment with uniquely customized features/options as required by customer cannot be cancelled.

**Dealer Upfitter Information Below (Contact Dealers directly for Upfitter information):**



**FTA/Buy America:**

See Federal Transit Authority/Buy America compliant vehicle lifts below and in "Bid Tab" (Y/N) (Subject to change over contract period).

Federal Transit Authority/Buy America	
Columbia Ford, Lincoln, Hyundai	 Columbia Ford Lincoln Hyundai.pdf
Bud Clary Chevrolet, Subaru	  Bud Clary Chevy.pdf Bud Clary Chrysler Dodge.pdf
Toyota of Yakima	
Dwayne Lane's Chrysler, Jeep, & Dodge	 Dwayne Lane's Chrysler, Jeep & Dod
BMW	 BMWNW_FTA AND BUY AMERICA ATTES
Mercedes	 Mercedes Buy America.pdf
BYD	 BYD Federal Certifications.pdf
Pacific NW Motorcycle	 Pacific NW Motorcycles - FTA Foi
Mack Truck	 TEC Equipment FTA Buy America Atestatik
Isuzu	 RWC_FTA_Signed.p df

**MASTER CONTRACT**

**No. 05916**

**MOTOR VEHICLES**

*For Use by Eligible Purchasers*

**By and Between**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

**and**

**COLUMBIA FORD, INC**

**FORD LINCOLN HYUNDAI**

**Dated January 5, 2017**

**MASTER CONTRACT**

**No. 05916**

**MOTOR VEHICLES**

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Columbia Ford Inc a Corporation ("Contractor") and is dated as of January 5, 2017.

**RECITALS**

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 05916 dated November 15, 2016 regarding Motor Vehicles.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase motor vehicles and/or services as set forth herein.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The initial term of this Master Contract is 4 years (48 months) years from award of the contract, commencing January 5, 2017 and ending January 5, 2021. Following the initial term, this agreement will automatically renew for successive four (4) one year terms unless terminated earlier. The total contract term, including the initial term and all extensions, will not exceed eight years unless circumstances require a special extension.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities in the State of Washington ("Purchaser"):
  - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
    - Washington state agencies, departments, offices, divisions, boards, and commission; and
    - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 5.9. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 5.10. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 5.11. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate. Contracted Dealers are not required to have business licenses or city business licenses for customer location.

**6. CONTRACT MANAGEMENT.**

- 6.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Philip Saunders  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Tel: (360) 407-7962  
Email: [Philip.Saunders@des.wa.gov](mailto:Philip.Saunders@des.wa.gov)

**Contractor**

Attn: Marie Tellinghiusen  
Columbia Ford, Inc  
Columbia Ford Lincoln Hyundai  
700 7<sup>th</sup> Avenue  
Longview, WA 98632  
Tel: (360)-423-4321  
Email: [mariet@colford.com](mailto:mariet@colford.com)

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 6.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 6.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent

to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Legal Services Manager  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Email: [greg.tolbert@des.wa.gov](mailto:greg.tolbert@des.wa.gov)

**Contractor**

Attn: Marie Tellinghiusen  
Columbia Ford, Inc  
Columbia Ford Lincoln Hyundai  
700 7<sup>th</sup> Avenue  
Longview, WA 98632  
Email: [mariet@colford.com](mailto:mariet@colford.com)

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

**7. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.**

7.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

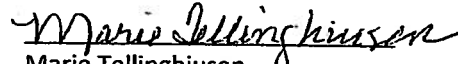
- 13.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 13.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 13.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON  
Department of Enterprise Services

COLUMBIA FORD LINCOLN HYUNDAI

By:   
Philip Saunders  
Its: Contract Specialist

By:   
Marie Tellinghiusen  
Its: Government Contracts Manager

*Procurement  
Supervisor  
1/5/2017*

## Lisa Small

**From:** NOREPLY@des.wa.gov  
**Sent:** Tuesday, February 18, 2020 11:44  
**To:** Jon Law  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** [EXTERNAL] Vehicle Quote - 2020-2-427 - BENTON COUNTY - 10300

**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.

**Vehicle Quote Number: 2020-2-427**      [Create Purchase Request](#)      [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

### Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)  
700 7th Avenue  
Longview WA 98632

Dealer Contact: Marie Tellinghiusen  
Dealer Phone: (360) 423-4321 Ext: 187  
Dealer Email: orders@colford.com

### Organization Information

Organization: BENTON COUNTY - 10300  
Email: jon.law@co.benton.wa.us

Quote Notes:  
Vehicle Location: KENNEWICK

### Color Options & Qty

NEW - Iconic Silver Metallic (JS) - 5

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0521-001	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	5	\$32,800.00	\$164,000.00
2020-0521-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	5	\$0.00	\$0.00
2020-0521-003	INFORMATION ONLY: (#010-099 Ford Factory Options) (VSO Vehicle Special Order options to be added in the future, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-399 Day Wireless Upfits)	5	\$0.00	\$0.00
2020-0521-004	INFORMATION ONLY (updated 01/16/2019): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	5	\$0.00	\$0.00
2020-0521-011	NEW - Alternative Engine, 3.0L V6 EcoBoost with 10-Speed Automatic Transmission, 400 HP @ 5500 RPM, 415 lb.-ft. Torque @ 3000 RPM, 6500# GVWR, 1670# Payload, 5000# Towing Capacity, 7.2in Ground Clearance, 3.31 Axle Ratio (148-MPH Top Speed) (99C/44U)	5	\$4,041.00	\$20,205.00

2020-0521-015 Front Headlamp Lighting Solution [Includes Pre-wire for Grille LED Lights, Siren and Speaker #60A; LED Low Beam/High Beam Headlamp, Wig-Wag function and Red/Blue/White LED side warning lights (driver side White/Red, passenger side White/Blue); Wiring, LED lights are included; Controller not included] (Included with Ready for the Road Package) (When ordered as a stand-alone option, recommend also ordering Ultimate Wiring Package #67U) (66A)	5	\$893.00	\$4,465.00
2020-0521-017 Tail Lamp/Housing Only (Includes pre-existing holes with standard twist lock sealed capability) (does not include LED strobe) (Not available with Tail Lamp Lighting Solution #66B or Ready for the Road Package #67H) (86T)	5	\$61.00	\$305.00
2020-0521-029 Noise Suppression Bonds (Ground Straps)(60R)	5	\$100.00	\$500.00
2020-0521-030 Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	5	\$51.00	\$255.00
2020-0521-032 Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	5	\$25.00	\$125.00
2020-0521-033 Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	5	\$260.00	\$1,300.00
2020-0521-035 BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	5	\$543.00	\$2,715.00
2020-0521-038 NEW - Doors/Locks: Hidden Door Lock Plunger with Rear Door Controls Inoperable - locks, handles and windows (locks/windows operable from drivers door switches) (included with Ready for the Road Package #67H) (52P)	5	\$161.00	\$805.00
2020-0521-040 Rearview Camera, Alternative (video will be displayed in 4in center stack instead of in rearview mirror)(D87R)(No Charge)	5	\$0.00	\$0.00
2020-0521-042 Reverse Sensing System (76R)	5	\$274.00	\$1,370.00
2020-0521-045 NEW - Pre-Collision Assist with Pedestrian Detection (Includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) (Not available with Front Interior Visor Lightbar #96W) (76P)	5	\$144.00	\$720.00
2020-0521-046 Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	5	\$0.00	\$0.00
2020-0521-047 Remote Keyless Entry with Four (4) FOBS/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	5	\$338.00	\$1,690.00
2020-0521-048 Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	5	\$51.00	\$255.00
2020-0521-050 Spot Lamp, LED Bulb, Driver Only (Unity) (51R)	5	\$394.00	\$1,970.00
2020-0521-202 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	5	\$35.00	\$175.00
2020-0521-212 Mud Flaps, OEM molded (set of 4) (DLR)	5	\$120.00	\$600.00

**Quote Totals**

<b>Total Vehicles:</b>	5
<b>Sub Total:</b>	\$201,455.00
<b>8.4 % Sales Tax:</b>	\$16,922.22
<b>Quote Total:</b>	\$218,377.22

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
<b>Meeting Date: 25 Feb 2020</b> <b>Subject: Sundance CDBG</b> <b>Memo Date: 13 Feb 2020</b> <b>Prepared By: AJF</b> <b>Reviewed By:</b>	<b>Execute Contract</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion       X</b> <b>None</b>	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion     X</b> <b>2nd Discussion</b> <b>Other</b>

**SUMMARY**

The Sundance Improvement Association is requesting that Benton County serve as their sponsor for an upgrade to their residential water system by applying to the Department of Commerce for a Community Development Block Grant that will fund the project. A team representing Sundance will introduce themselves to the Board with a presentation. The County would not be formally signing onto anything at this time, but it is Sundance’s hope that commissioners will support the idea and direct staff to pursue next steps.

**BACKGROUND**

**PLYMOUTH**

In 2017, the Plymouth Water District approached the County with a problem – the District’s large community well was failing and the water it was producing was registering levels of nitrates that were exceeding drinking water standards for much of the year. The well was both in structural failure and not very deep to begin with. After consultation, the agreed solution was to drill a new well, with larger capacity, to a deeper depth, with better casing, at a new location. This project is now underway and the new well will come online later this year.

The Plymouth well is a medium-sized community well designed to serve over 200 connections. It is an expensive project, with a final price tag that will approach two million dollars. The District would have never been able to fund such a project on its own. Fortunately, there are programs specifically designed to service this need. Because of its size, the Plymouth project has been a little complicated in that it cobbles together multiple funding sources, and one of the key sources comes in the form of a Community Development Block Grant (“CDBG”). These dollars originate as large blocks of federal monies that are provided to the states for distribution at the community level. A major string attached to CDBGs is that they can only be granted to general government entities such as cities and counties. As such, PWD was not able to receive CDBG funds directly – they needed a sponsor.

Plymouth Water District requested sponsorship assistance from Benton County. The County agreed to serve in this role. These types of CDBGs usually go to cities, so it is an unusual place for the County but not unprecedented. With the assistance of third-party consultant (Gray & Osborne of Yakima) Benton County has been able to apply for, receive, and successfully implement this grant. Staff can attest that after some early hurdles, the project has run smoothly and it has been great to be able to assist the Plymouth community in its time of need. As of this memo, the well has been successfully drilled. The overall project is about 25% complete as the work now focuses on equipping the well and adding the supporting infrastructure. When completed, Benton County will have processed about \$740,000 on behalf of the District.

**SUNDANCE**

The Department of Commerce has taken note of what they see as a successful model with the Plymouth project, and asked staff if Benton County might be interested in similar projects in the future if the need arose. Benton County staff responded positively to this.

Staff was contacted late in 2019 by Harms Engineering of Pasco, representing the Sundance Improvement Association. Sundance is a neighborhood-scale well serving a subdivision in Finley. The well has 29 connections and is suffering the same nitrate contamination issues as the Plymouth well. It should be noted however that the Plymouth system is a couple of orders of magnitude *larger* than Sundance.

Sundance, with Harms as its advocate, has met with Commerce, the Department of Health, and other relevant agencies. Sundance meets the criteria to receive CDBG for upgrade of their well and would like to proceed with applying for a grant and moving ahead with well replacement in the 2021-2022 timeframe. Sundance, however, is in the same position as Plymouth was – they cannot directly receive CDBG funds from Commerce, they require a government sponsor.

### **AT THE BOARD MEETING**

Staff has had only one meeting with this group in addition to a series of phone and email exchanges. It is a new relationship for everyone. A contingent representing Sundance and Harms will introduce themselves and their situation to the Board at the meeting. The County is not being asked to formally sign onto anything at this time, but Sundance will ask commissioners if the County is willing to sponsor their project.

The estimated cost of the project will be in the neighborhood of \$650,000. Staff understands that in this case (unlike Plymouth) CDBG will be the sole outside funding source. This will make the project easier to finance and administer. The primary delay in moving the Plymouth project along was in waiting for all of the financing pieces to fit together. The presenters will walk through the specifics.

If the Board agrees to sponsor Sundance, staff will begin working with Harms and Commerce on the application and other parts of the process. Later, the Board will have another opportunity to review this proposal before Benton County formally submits the application. Staff's understanding is that the application will be made in 2020 for work to hopefully get underway in 2021.

### **FISCAL IMPACT**

As with Plymouth, Benton County will have no contribution of its own funds toward the project. There will be a contribution of staff time.

If the project goes forward as expected and takes a shape similar to Plymouth, Benton County would be the pass-through agency to receive the CDBG funds from Commerce and pay them on to Sundance. This would impact the 2021-2022 County budget similar to how Plymouth has impacted the current County budget.

### **ATTACHMENTS**

- Letter of request to Benton County from Sundance Improvement Association
- Water system plan
- Notice of Correction from Washington State Department of Health

### **RECOMMENDATION**

The Plymouth project has been a success so far. It has required patience, and in the beginning there were a few bureaucratic hoops that needed to be worked through, but now staff has practice and has formed some relationships. Sundance should be an easier project to begin with, plus now the parties have experience and practice. Staff believes this is a good project that will not be a burden to the County and would like to proceed with Sundance.

January 22, 2020

Benton County Board of Commissionrs  
Shon Small, Chairman  
James Beaver, Commissioner  
Jerome Delvin, Commissioner  
Benton County  
7122 W Okanogan Pl  
Kennewick, WA 99336

RE: Sundance Improvement Assn., PWS #85209F  
CDBG General Purpose Grant Sponsorship Request

Dear Board of Commissioners:

On behalf of the Sundance Improvement Association (hereafter Sundance) I would like to request that Benton County sponsor us for a 2020 Community Development Block Grant (CDBG) General Purpose Grant.

Sundance is a Group A public water system that serves a subdivision with 26 single-family homes on Finley Road and E 50<sup>th</sup> Place in Benton County. Due to repeated water samples with nitrates above the maximum contaminant level (MCL) of 10 mg/L, in 2018 the Department of Health (DOH) required that Sundance hire an Engineer to prepare and submit an Engineer's Project Report evaluating alternatives for remediating high nitrates. Harms Engineering, Inc. (HEI) prepared and submitted that report, which recommended that Sundance construct a new well and a storage tank. Based on that recommendation, DOH issued a Notice of Correction in February 2019, requiring among other things that Sundance apply for funding and construct a new well, with a completion by June 30, 2022.

Because Sundance is a small water system that serves primarily low- to moderate-income households, the approximately \$650,000 to construct the new well, storage tank, and make other necessary improvements is beyond the capacity of the system to make the improvements without financial assistance. In the spring of 2019, Sundance met with representatives from funding agencies including CDBG, DOH, Drinking Water State Revolving Fund (DWSRF), and United States Dept. of Agriculture Rural Development (USDA RD). Those representatives recommended that Sundance conduct an income survey to determine eligibility for their programs.

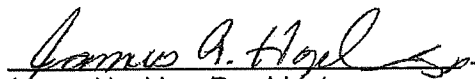
Rural Community Assistance Corporation (RCAC) conducted an income survey for Sundance in the summer of 2019. That income survey found that the median household income is \$35,977 and the percentage of low to moderate income is 65.2%, making Sundance eligible for several funding programs. Because the CDBG program is grant only and could fund the entire project (up to \$25,000 per occupied household or \$650,000 for this system), it is the best fit for Sundance. However, as a non-profit corporation, Sundance can't apply directly for the CDBG program; rather the system needs to get sponsored by Benton County.

Sundance would like to request that Benton County sponsor a CDBG General Purpose Grant for the 2020 funding cycle. The application will be available in March 2020 and due on June 3, 2020.

Sundance understands that Benton County doesn't have the manpower available to do all the work associated with applying for and managing a CDBG grant. Since Sundance doesn't have the in-house expertise, we would follow the CDBG guidance to procure a consultant with experience with small water systems and CDBG contracts sponsored by Counties. The consultant would then provide all the necessary reports, engineering and construction documents, bid documents, construction management, and compliance monitoring. This would minimize the administrative responsibilities for Benton County. Additionally, when applying for the grant, an amount of \$5,000 to \$10,000 could be included as a set aside for reimbursement to the County for any direct expenses incurred.

Let us know if you need anything else at this time to aide in the County's consideration.

Sincerely,

  
James Hopkins, President  
H 509-396-3422 / C 509-592-0604  
jahopkinsr@hotmail.com  
Sundance Improvement Association

Enclosure: Notice of Correction  
Sundance Improvement Association Water System Map

Cc: Christine Batayola, Harms Engineering, Inc.



In Re: )  
 )  
SUNDANCE IMPROVEMENT ASSN ) NOTICE OF CORRECTION  
 )  
BENTON COUNTY ) DW Reference Number:  
 )  
ID# 85209 F ) 2019-NOC-0004  
\_\_\_\_\_ )

TO: Sundance Improvement Association  
James Hopkins  
222806 E 50<sup>th</sup> Place  
Kennewick, Washington 99337

Jeff Weixel, Certified Operator  
1434 Diamond Loop  
West Richland, Washington 99353-7841

Re: Violations of Maximum Contaminant Level (MCL) for  
Nitrate in Drinking Water

1. INTRODUCTION

1.1. This is a Notice of Correction (NOC) under the Revised Code of Washington (RCW) 43.05.100 for failure to comply with public water system water quality regulations.

1.2. The Department of Health (Department) has previously notified you of your failure to comply with the laws that apply to public drinking water systems as follows. The Department issued you a Notice of Violation (NOV) on March 22, 2018 for the submission of a project report detailing the plans to mitigate nitrate contamination. The project report was approved on September 27, 2018.

1.3. The purpose of this NOC is to:

1.3.1. Describe how you are failing to comply with Washington's drinking water quality regulations.

1.3.2. Tell you what is required to achieve compliance.

1.3.3. Provide you with dates by which you must return to compliance.

1.3.4. Notify you of the means to contact the Department for technical assistance service.

1.3.5. Notify you who to contact in order to seek an extension of time for the compliance deadlines outlined in this NOC.

1.3.6. Inform you that this is your final opportunity to return to compliance before the Department initiates formal compliance and issues a civil penalty against you as water system purveyor. If you fail to comply with any part of this NOC, the Department will issue an order imposing civil penalties against you.

2. FINDINGS ABOUT WATER SYSTEM AND PERSONS RESPONSIBLE FOR  
LEGAL COMPLIANCE

2.1. Identity of System and Legally Responsible Purveyors.

2.1.1. Sundance Improvement Association is a "public water system" as defined in RCW 70.119A.020(4), and lies in Kennewick and Benton County , Washington.

2.1.2. Sundance Improvement Association, a Washington Association in Benton County, Washington, owns and/or operates this public water system. The Association's official address is 222806 E. 50<sup>th</sup> Place, Kennewick, Washington 99337.

2.1.3. James Hopkins whose address is 222806 E. 50<sup>th</sup> Place Kennewick, Washington 99337 has been identified as member and manager of the aforesaid association.

2.1.4. Jeff Weixel is also the designated mandatory certified waterworks operator in responsible charge of the daily operational activities of the public water system as required under WAC 246-292-020.

2.1.5. Each above-named, manager, operator, and certified operator is a "purveyor" as defined in WAC 246-290-010 and is legally responsible for operating the public water system in compliance with federal and state law.

2.1.6. Based on information reported by the system, Sundance Improvement Association provides water for twenty-six (26) households and is classified as a Group A community, water system as defined under WAC 246-290-020.

4.1.1 Maximum contaminant level exceedance. Provide public notice of the MCL exceedance for nitrate each time lab results show an exceedance. The notice shall be substantially similar to the "Notice to Water System Users," which is attached to this NOC. Provide a copy of the written notice to the Department within ten (10) days of providing 24 hour public notice of the sample exceedance to the public.

<http://www.doh.wa.gov/CommunityandEnvironment/DrinkingWater>.

4.2 Ensure operation by designated mandatory certified waterworks operator. You are directed to ensure that your water system is operated in a compliant manner at all times in accordance with chapters 246-290 and 246-292 WAC.

4.3 Continue quarterly sampling for nitrate contamination. Until the nitrate contamination has been resolved with the Sundance Improvement Association's water system continue quarterly nitrate sampling and submit samples for nitrate analysis in accordance with WAC 246-290-300(4) and 40 CFR 141.23. Report all sample analysis results to the Department immediately upon receipt.

4.4 Use Department approved methods. Collect, transport and have water samples analyzed according to methods approved by the Department. The analysis shall be done by a laboratory certified for the analyses to be performed in accordance with WAC 246-290-300(1)(c).

4.5 Submit Small Water System Management Plan. No later than **September 1, 2019**, submit a small water system management plan to the Department for review and approval as required under WAC 246-290-105.

4.6 Submit application for funding through the Drinking Water State Revolving Fund or other funding sources. Submit application(s) no later than November 1, 2020 to secure funding for the new well that has been identified in the project report to remediate nitrate levels that exceed the MCL as defined in WAC 246-290-310.

4.7 Construction of new well. Begin construction of the new well no later than November 1, 2021. Submit source approval documents prepared by a professional engineer to the Department for written approval as required under WAC 246-290-130 by March 31, 2022.

4.8 Submit a Construction Completion Report (CCR). As per WAC 246-290-040, State regulations requires that within 60 days following completion of and prior to the use of any project or portions thereof, for which plans and specs have received approval of the Department, certification that the project has been installed in accordance with the approved plans and specifications shall be signed by a professional engineer and returned to this office. For this project the CCR is due to the Department by June 30, 2022.

## 5. TECHNICAL ASSISTANCE SERVICES AND QUESTIONS

5.1. Technical Assistance. If you need technical assistance services to implement the required actions, contact the Office of Drinking Water:

Nathan Ikehara  
509-329-2124  
Washington Office of Drinking Water

Washington State Department of Health, Office of Drinking Water

Eastern Regional Office  
16201 E. Indiana Ave, Suite 1500  
Spokane Valley, Washington, 99216

5.2. Questions. If you have questions about this NOC, contact George Simon at the address provided in Paragraph 7.

5.3. Referenced laws and regulations can be found at:

o WAC:

- <http://apps.leg.wa.gov/WAC/default.aspx?cite=246-290>
- <http://apps.leg.wa.gov/WAC/default.aspx?cite=246-292>
- <http://apps.leg.wa.gov/WAC/default.aspx?cite=246-294>

o RCW:

- <http://apps.leg.wa.gov/RCW/default.aspx?cite=70.119A>

o CFR:

- <https://www.gpo.gov/fdsys/pkg/CFR-2013-title40-vol24/pdf/CFR-2013-title40-vol24-part141.pdf>

6. REQUESTS TO EXTEND TIME OR MODIFY DEPARTMENT DIRECTIVES

6.1. If you have good cause to request an extension of the time period(s) to achieve compliance or to otherwise modify the actions required by this NOC, you may file a written request with the Department by sending it to George Simon at the address provided in Paragraph 7. The Department must

receive such requests before expiration of the time period(s) for compliance specified in Section 4. The Department will review the request and provide a written response within fifteen (15) days of the Department's receipt of your request. The Department has no obligation to grant such requests.

7. PLACE TO SUBMIT DOCUMENTS

7.1. Send all documents relating to your water system, as required by this NOC, to:

George Simon  
Washington Office of Drinking Water  
Eastern Regional Office  
16201 E. Indiana Ave, Suite 1500  
Spokane Valley, Washington, 99216

Include the WS Reference Number shown on the first page of this NOC with every submittal.

8. DEPARTMENT MAY MODIFY THIS NOTICE OF CORRECTION

8.1. With or without your consent, the Department may supplement or modify this NOC, and any directives stated therein, if warranted, to ensure compliance with chapters 246-290, 246-292, 246-294 or to allow for your practical ability to correct the violations.

9. CONSEQUENCES OF YOUR FAILURE TO COMPLY

9.2. If the association fails to comply with any provision of this NOC within the time(s) specified in Section 4, the Department will impose civil penalties calculated on a per day basis of up to five thousand dollars (\$5,000.00) per violation, per day, or in the case of a violation determined to be a public health emergency, a penalty of not more than ten thousand dollars (\$10,000.00) per violation, per day under authority of chapter 70.119A RCW, for which each and every member of the association would be jointly and severally liable. Each violation shall be a separate and distinct offense.

9.3. Furthermore, failure to comply with this NOC, may result in referral to the United States Environmental Protection Agency (EPA) for federal enforcement action.

10. YOUR WATER SYSTEM'S OPERATING PERMIT STATUS

10.1. Authority. Under WAC 246-294-040, the Department must evaluate and place each system in one of four categories of permits. Category red systems are substantially out of compliance with drinking water regulation. One of the reasons for the Department to place a drinking water system in the red category is when the system becomes a state significant non-complier (SSNC).

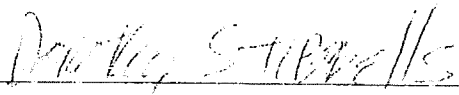
10.2. Permit categorized as red. If the Sundance Improvement Association fails to comply with any portion of this NOC, the water system will be categorized as a SSNC. A system categorized as a SSNC, will have their operating permit

categorized as red. A system categorized as red may have loans, building permits, food permits and on-site sewage disposal permits denied for properties connected or to be connected to the system. Your operating permit will remain categorized as red until you have successfully addressed all issues in the NOC.

11. APPEAL

This NOC is not subject to appeal.

SO DIRECTED this 14th day of February, 2019 at Spokane Valley, Washington.

  
\_\_\_\_\_  
Dorothy Tibbetts, Regional Manager  
Eastern Drinking Water Operations  
Office of Drinking Water  
Washington State Department of Health

INDEX OF ATTACHMENTS

- Notice to Water System Users

cc: Benton-Franklin Health District

Nathan Ikehara, EIT, Regional Engineer

George Simon, Regional Office Compliance Manager

Katrina McLaughlin, Regional Nitrate Program Manager

Diana Thieme, Operator Certification Compliance Manager

Jacqui Brown Miller, Statewide Enforcement Coordinator

Washington State Department of Health, Office of Drinking Water

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date: February 25, 2020</b>	Execute Agreement _____ X	<b>Consent Agenda</b> _____
<b>Subject: Justice Center Plumbing and Water Intrusion project</b>	Pass Resolution _____ X	<b>Public Hearing</b> _____
<b>Change Order No. 5</b>	Pass Ordinance _____	<b>1st Discussion</b> _____ X
<b>Prepared by: RB</b>	Pass Motion _____	<b>2nd Discussion</b> _____
<b>Reviewed by: _____</b>	Other _____	<b>Other</b> _____

**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 four change orders to the contract for a combined total of \$281,082.88 plus WSST and added 53 days to the contact.

Additional unforeseen items have arisen that require additions to the work in order to complete the project.

Four modifications are included in Change Order No. 5.

The first change adds steel plates to cover existing gaps between the walls and the windows in the toilet areas of Pods F, G and H. Total cost is \$1,594.59 plus WSST.

The second change consists installing temporary covers to secure plumbing access panels while the permanent panels are being delivered. This additional work will allow the jail pods to be used 3 weeks early. The total cost is \$2,479.57 plus WSST.

The third change moves the location of the flood proof float installation on the toilets in Pods F, G, H and T to allow for easier maintenance in the future. The total cost is \$2,273.62 plus WSST.

The fourth change will add 3 additional shut off switched to the mechanical room. Each hot water heater is required to have a separate emergency shut off as required by the L&I inspector. The total cost is \$6,723.23 plus WSST.

All these changes are combined into Change Order No. 5 with a total cost of \$13,071.01 plus WSST and will not increase the contract time.

**SUMMARY**

Change Order No. 5 has been prepared for the Justice Center Plumbing and Water Intrusion project.

**RECOMMENDATION**

Approve the Chairman to sign Change Order No. 5.

**FISCAL IMPACT**

The total contract amount will increase \$13,071.01 plus WSST for a new contract amount not to exceed \$2,763,308.79 plus WSST.

**MOTION**

Approve the Chairman to sign Change Order No. 5 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. 5 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 four change orders to the contract for a combined total of \$281,082.88 plus WSST and added 53 days to the contact; and

**WHEREAS**, additional unforeseen items have arisen that require additions to 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. 5 in the amount of \$13,071.01 plus WSST and does not add additional time 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. 5 be approved; **NOW THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby approves Change Order No. 5 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. 5, attached hereto, to the contract executed by Resolution 2019-470; and

**BE IT FURTHER RESOLVED**, the contract time will not increase and will remain 391 calendar days; and

**BE IT FURTHER RESOLVED**, the total contract amount will increase \$13,071.01 plus WSST, to be paid to Banlin Construction, LLC for a new contract amount not to exceed \$2,763,308.79 plus WSST.

Dated this 25th day of February 2020.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

# Change Order

Contract No. 19-09

**Project:** Benton County Corrections – MEP Upgrades  
**DLR Group Project Number:** 73-18114-00

**Change Order No.:** 05

**The Contract is changed as follows:**

COP 023: Window Wall Cover Plate, \$1,594.59  
COP 024: Cover Plates, \$2,479.57  
COP 025: Flood Proof Float Relocation, \$2,273.62  
COP 026: Shut off Switches for Water Heaters, \$6,723.23

COP's attached for reference

---

The original Contract Sum:	\$	2,469,154.90
Net change by previously authorized Change Orders:	\$	281,082.88
Contract Sum prior to this Change Order:	\$	2,750,237.78
The Contract Sum shall be increased:	\$	13,071.01
The new Contract Sum including this Change Order:	\$	2,763,308.79
The Contract Time shall be changed:		<u>0 days</u>

**Note:** The amounts shown above do not include state sales tax. Tax will be added to the invoice when submitted to the Owner.

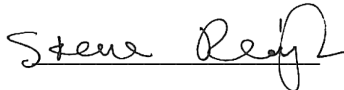
**Contractor:**  
**Banlin Construction**  
320 W. Columbia Drive  
Kennewick, WA 99336

**Architect:**  
**DLR Group**  
51 University, Suite 600  
Seattle, WA 98101

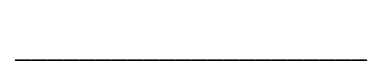
**Owner:**  
**Benton County Public Works**  
620 Market Street  
PO Box 1001  
Prosser, WA 99350



Justin Griffeth, Project Manager  
(Print name and title)



Steve Reigh, Engineer  
Print name and title



Print Name and Title

Date: 02/13/2020

Date: 2/12/2020

Date: \_\_\_\_\_



# BANLIN Construction

## CHANGE PROPOSAL (CP) NO: 023

**TO:** DLR Group  
51 University St, Suite 600  
Seattle, WA 98101

**PROJECT NAME:** Benton County Justice  
Center Plumbing and  
Water Intrusion

**ATTN:** Steve Reigh

**CONTRACT #:**

**PROJECT NO:**

**DATE:** 1/20/2020

**VIA:** Email

**FROM:** Justin Griffeth

### CP DESCRIPTION

This proposal is to provide, install and paint 3 ea. mild steel cover plates for the wall to window conditoin in pods F, G and H.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	023
The total additional cost for this COP	\$1,594.59
The total credit for this COP	\$0.00
COP Grand Total	\$1,594.59
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

**01/20/2020**  
 \_\_\_\_\_  
 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 #: 23

DATE: 1/20/2020

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	0	Hrs.	\$ 85.00	\$ -				\$ -
	Superintendent	0	Hrs.	\$ 65.00	\$ -				\$ -
	Project Engineer/QC	0	Hrs.	\$ 65.00	\$ -				\$ -
	Carpenter	12	Hrs.	\$ 62.81	\$ 753.72				\$ 753.72
	Labors	0	Hrs.	\$ 55.87	\$ -				\$ -
	Material (1/4" mild steel plates and fasteners)	1	LS	\$ 350.00		\$ 350.00			\$ 350.00
	Material (non pick caulk and paint)	1	LS	\$ 110.00		\$ 110.00			\$ 110.00
	Equipment (roto hammer)	1	LS	\$ 25.00				\$ 25.00	\$ 25.00
									\$ -
	Subcontractors and Supplies								\$ -
		1	LS	\$ -			\$ -		\$ -
		1	LS	\$ -			\$ -		\$ -
		1	LS	\$ -			\$ -		\$ -
				\$ -			\$ -		\$ -
							\$ -		\$ -
<b>TOTALS</b>					<b>\$ 753.72</b>	<b>\$ 460.00</b>	<b>\$ -</b>	<b>\$ 25.00</b>	<b>\$ 1,238.72</b>

OVERHEAD: Banlin Self Perform Work	15%	\$ 185.81
PROFIT: Banlin Self Perform Work	10%	\$ 123.87
OVERHEAD: Subcontractors	15%	\$ -
PROFIT: Subcontractors	10%	\$ -
Safety	2.0%	\$ 24.77
Small Tools	5.0%	\$ 37.69
<b>Sub Total:</b>		<b>\$ 1,548.40</b>
B&O TAX	0.471%	\$ 7.29
INSURANCE	0.5%	\$ 7.78
BOND	2.0%	\$ 31.11
<b>SUBTOTAL</b>		<b>\$ 1,594.59</b>
WSST - Included on Progress Payment Sheet		
<b>TOTAL FOR CHANGE ORDER</b>		<b>\$ 1,594.59</b>



# BANLIN Construction

## CHANGE PROPOSAL (CP) NO: 024

**TO:** DLR Group  
51 University St, Suite 600  
Seattle, WA 98101

**PROJECT NAME:** Benton County Justice  
Center Plumbing and  
Water Intrusion

**ATTN:** Steve Reigh

**CONTRACT #:**

**PROJECT NO:**

**DATE:** 1/28/2020

**VIA:** Email

**FROM:** Justin Griffeth

### CP DESCRIPTION

This proposal is to provide and install temporary cover panels over the access panel locations in PODs F, G and H. Once the access panels are delivered we will have to coordinate with Benton County so we can go back into these pods and remove these covers so the permanent panels can be installed.

In doing so, we should be able to turn over phase 2 of the Jail by Wednesday 02-12-2020. This could potentially save up to 3 weeks of schedule for phase 2.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	024
The total additional cost for this COP	\$2,479.57
The total credit for this COP	\$0.00
COP Grand Total	\$2,479.57

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

**01/28/2020**  
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 #: 24

DATE: 1/28/2020

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 (2 guys 1 day for install/ removal and recleaning of pods)	20	Hrs.	\$ 62.81	\$ 1,256.20				\$ 1,256.20
	Labors	0	Hrs.	\$ 55.87	\$ -				\$ -
	Material (Cover plates and fasteners)	1	LS	\$ 500.00		\$ 500.00			\$ 500.00
	Equipment	0	ls	\$ -				\$ -	\$ -
									\$ -
	Subcontractors and Supplies								\$ -
		1	LS	\$ -			\$ -		\$ -
		1	LS	\$ -			\$ -		\$ -
		1	LS	\$ -			\$ -		\$ -
				\$ -			\$ -		\$ -
							\$ -		\$ -
<b>TOTALS</b>					\$ 1,426.20	\$ 500.00	\$ -	\$ -	\$ 1,926.20

OVERHEAD: Banlin Self Perform Work	15%	\$ 288.93
PROFIT: Banlin Self Perform Work	10%	\$ 192.62
OVERHEAD: Subcontractors	15%	\$ -
PROFIT: Subcontractors	10%	\$ -
Safety	2.0%	\$ 38.52
Small Tools	5.0%	\$ 71.31
<b>Sub Total:</b>		\$ 2,407.75
B&O TAX	0.471%	\$ 11.34
INSURANCE	0.5%	\$ 12.10
BOND	2.0%	\$ 48.38
<b>SUBTOTAL</b>		\$ 2,479.57
WSST - Included on Progress Payment Sheet		
<b>TOTAL FOR CHANGE ORDER</b>		<b>\$ 2,479.57</b>



# BANLIN Construction

## CHANGE PROPOSAL (CP) NO: 025

**TO:** DLR Group  
51 University St, Suite 600  
Seattle, WA 98101

**PROJECT NAME:** Benton County Justice  
Center Plumbing and  
Water Intrusion

**ATTN:** Steve Reigh

**CONTRACT #:**

**PROJECT NO:**

**DATE:** 1/29/2020

**VIA:** Email

**FROM:** Justin Griffeth

### CP DESCRIPTION

Per request from the end user, we have been asked to provide pricing to relocate the flood proof float for pods F, G, H, K and T. The below cost captures this change in scope of work.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	025
The total additional cost for this COP	\$2,273.62
The total credit for this COP	\$0.00
COP Grand Total	\$2,273.62

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

**01/29/2020**  
 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 #: 25

DATE: 1/29/2020

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	\$ -				\$ -	\$ -
									\$ -
	<b>Subcontractors and Supplies</b>								<b>\$ -</b>
	BnB	1	LS	\$ 1,681.21			\$ 1,681.21		\$ 1,681.21
		1	LS	\$ -			\$ -		\$ -
		1	LS	\$ -			\$ -		\$ -
				\$ -			\$ -		\$ -
							\$ -		\$ -
<b>TOTALS</b>					<b>\$ 85.00</b>	<b>\$ -</b>	<b>\$ 1,681.21</b>	<b>\$ -</b>	<b>\$ 1,766.21</b>

OVERHEAD: Banlin Self Perform Work	15%	\$	12.75
PROFIT: Banlin Self Perform Work	10%	\$	8.50
OVERHEAD: Subcontractors	15%	\$	252.18
PROFIT: Subcontractors	10%	\$	168.12
Safety	2.0%	\$	35.32
Small Tools	5.0%	\$	4.25
<b>Sub Total:</b>			<b>\$ 2,207.76</b>
B&O TAX	0.471%	\$	10.40
INSURANCE	0.5%	\$	11.09
BOND	2.0%	\$	44.36
<b>SUBTOTAL</b>		<b>\$</b>	<b>2,273.62</b>
WSST - Included on Progress Payment Sheet			
<b>TOTAL FOR CHANGE ORDER</b>		<b>\$</b>	<b>2,273.62</b>



**Change Order Request**

TO: Banlin Construction

DATE: 1/28/20

RE: Overflow Float Valve

Job # B-122

ATTN: Justin Griffeth

C.O.R. 014

**Description Of Work:**

Relocate Overflow Float Valve

**Labor**

Description	Hrs.	Rate	TOTAL
Straight Time Labor	16	\$91.37	\$1,461.92
Over Time Labor		\$118.69	\$0.00
Double Time Labor		\$138.06	\$0.00
<b>Total Labor</b>			<b>\$1,461.92</b>

**Equipment / Material**

Description	Material/Equipment		TOTAL
			\$0.00
			\$0.00
<b>Total Material</b>			<b>\$0.00</b>

**Subcontractors**

Description	Material/Equipment		TOTAL
Excavation			\$0.00
travel			\$0.00
<b>Total Material</b>			<b>\$0.00</b>

Total Labor & Material \$1,461.92

Total Subcontractors \$0.00

Overhead/Profit BnB @ 15% \$219.29

**TOTAL COST: \$1,681.21**

SUBMITTED BY:

*Mack T. Bland IV*

Mack T. Bland IV  
BnB Mechanical, LLC

Date

APPROVED BY:

DATE



# BANLIN Construction

## CHANGE PROPOSAL (CP) NO:

**TO:** DLR Group  
51 University St, Suite 600  
Seattle, WA 98101

**PROJECT NAME:** Benton County Justice  
Center Plumbing and  
Water Intrusion

**ATTN:** Steve Reigh

**CONTRACT #:**

**PROJECT NO:**

**DATE:** 2/7/2020

**VIA:** Email

**FROM:** Justin Griffeth

### CP DESCRIPTION

This change is to add 3 additional shut off switches in the mech. room. One for each of the new water heaters. This change was brought to our attention by the L&I Boiler Inspector the other day. Attached is a picture of the verbiage requiring this change due to the size of the water heaters.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	000
The total additional cost for this COP	\$6,723.23
The total credit for this COP	\$0.00
COP Grand Total	\$6,723.23

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

**02/07/2020**  
 \_\_\_\_\_  
 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 #: 0

DATE: 2/7/2020

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	\$ -				\$ -	\$ -
									\$ -
	<b>Subcontractors and Supplies</b>								<b>\$ -</b>
	Sierra	1	LS	\$ 5,052.80			\$ 5,052.80		\$ 5,052.80
		1	LS	\$ -			\$ -		\$ -
		1	LS	\$ -			\$ -		\$ -
				\$ -			\$ -		\$ -
							\$ -		\$ -
<b>TOTALS</b>					<b>\$ 170.00</b>	<b>\$ -</b>	<b>\$ 5,052.80</b>	<b>\$ -</b>	<b>\$ 5,222.80</b>

OVERHEAD: Banlin Self Perform Work	15%	\$ 25.50
PROFIT: Banlin Self Perform Work	10%	\$ 17.00
OVERHEAD: Subcontractors	15%	\$ 757.92
PROFIT: Subcontractors	10%	\$ 505.28
Safety	2.0%	\$ 104.46
Small Tools	5.0%	\$ 8.50
<b>Sub Total:</b>		<b>\$ 6,528.50</b>
B&O TAX	0.471%	\$ 30.75
INSURANCE	0.5%	\$ 32.80
BOND	2.0%	\$ 131.18
<b>SUBTOTAL</b>		<b>\$ 6,723.23</b>
WSST - Included on Progress Payment Sheet		
<b>TOTAL FOR CHANGE ORDER</b>		<b>\$ 6,723.23</b>



CHANGE ORDER PROPOSAL

From: Sierra Electric, Inc. Change Request No: 10
To: Banlin Construction Date of Proposal: 2/6/2020
Job No. 19-249 Job Name: Benton County Plumbing and Water Intrusion Project
Attention: Justin Griffeth
Work To Be Done: Install 3 E Stop buttons and associated conduit/wire for hot water tanks.

Labor Hours: 32.95 \$ 46.05 Per Hour \$ 1,517.35
Supervision Hours: 3 \$ 50.66 Per Hour \$ 151.98
Labor Burden: 64% x Labor \$ 1,669.33 \$ 1,060.86

Total Labor Dollars \$ 2,730.19

Travel Time & Subsistence: Hrs. x Rate \$ -
Small Tools: x Labor \$ 2,730.19 \$ -
Material & Supplies: \$ 1,663.55

Supplier Quote

Tools & Equipment Rentals:
Estimation, Manager Review & Admin. Costs:
Additional Safety Cost:
Additional Mileage, Trans. Costs:
Cleanup & handling Costs
Warranty:
Consumables:
Other Misc:

1% of Labor

Sales Tax On Material @ 0 \$ -

This change requires time extension 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.

Total Estimated Direct Costs: \$ 4,393.74

Overhead / Profit @ \$ 659.06
Subcontractor Quote \$0.00

Subtotal: \$ 5,052.80

Permits:
Bonds:

Total Change Order: \$ 5,052.80

Submitted by: Josh Murphy Date: 2/6/2020
Title: Project Manager

SIERRA ELECTRIC, INC.

## Benton County Plumbing and Water Intrusion : Water Heater E stop

Job Number: CO322-6

Bid Summary: Default

Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- 01 Raceway, Fittings & Boxes ---						
1001	3/4" EMT	300	71.07 C	213.21	2.60 C	7.80
1477	3/4" Compression Steel Connector	8	101.76 C	8.14	0.13 E	1.04
1577	3/4" Compression Steel Coupling	30	111.49 C	33.45	0.14 E	4.20
2356	3/4" Conduit Hanger w/Bolt	38	44.87 C	16.83	12.50 C	4.69
2571	4" Square Box (1/2 & 3/4 KO's)	4	7.99 C	0.32	0.18 E	0.72
--- 01 Raceway, Fittings & Boxes Total ---				271.95		18.45
--- 02 Wire & Cable ---						
2788	#10 THHN CU Solid Wire	2,205	118.21 M	260.65	5.47 M	12.06
--- 02 Wire & Cable Total ---				260.65		12.06
--- 05 Wiring Device & Covers ---						
4791	4" Square Flat Blank Cover w/KO	4	52.37 C	2.09	0.07 E	0.28
--- 05 Wiring Device & Covers Total ---				2.09		0.28
--- 07 Misc ---						
6839	Red Wirenuts	12	67.06 M	0.80	1.75 C	0.21
T0001	E STop Control Station	3	376.02 E	1,128.06	0.65 E	1.95
--- 07 Misc Total ---				1,128.86		2.16
Job Total				1,663.55		32.95

lished, nationally or internationally recognized standards, and that is acceptable to the authorities having jurisdiction.

(3) These devices shall be installed in accordance with jurisdictional requirements, manufacturer's recommendations, and/or industry standards as applicable.

[Statutory Authority: RCW 70.79.030, 70.79.040, 70.79.150, 70.79.290, 70.79.330, and 70.79.350. WSR 08-24-072, § 296-104-302, filed 12/1/08, effective 1/1/09; WSR 05-22-092, § 296-104-302, filed 11/1/05, effective 1/1/06. Statutory Authority: Chapter 70.79 RCW. WSR 04-21-069, § 296-104-302, filed 10/19/04, effective 1/1/05.]

**WAC 296-104-303 Installation—What control and limit devices are required on automatically fired boilers after December 2004?** In addition to those requirements listed in WAC 296-104-302, the following are also required with regard to installations or refits of gas, oil, or combinations of gas or oil:

(1) All automatically fired boilers with input greater than 400,000 Btu/hr, including electric boilers with input greater than 117 kW shall have a manually operated remote shutdown switch or circuit breaker. Activation of the emergency shutdown switch or circuit breaker shall immediately shut off the fuel or energy supply and initiate the boiler shutdown sequence in accordance with manufacturer's recommendations where applicable. The shutdown switch should be located just outside the boiler room door and marked for easy identification. Consideration should be given to the type and location of the switch to safeguard against tampering. If the boiler room door is on the building exterior, the switch should be located just inside the door. If there is more than one door to the boiler room, there should be a switch located at each door.

(2) A means shall be provided for testing the operation of hot water heating boiler low-water fuel cutoff(s) without resorting to draining the entire system. Such means shall not render the device(s) inoperable. If the means temporarily iso-

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date: 2/25/2020</b> <b>Subject: New Administration Building Contract Amendment 2</b> <b>Prepared by: RB</b> <b>Reviewed by:</b>	<b>Execute Contract</b> _____ <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> _____ <b>Public Hearing</b> _____ <b>1st Discussion</b> <u>  X  </u> <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

In October 2018 the County executed a contract with MMEC Architecture of Spokane Washington (RES 2018-726) to provide design services for the New Administration Building to be built on the Justice Center campus. The Board approved Amendment 1 by Resolution 2019-396 on May 21st, 2019 in the amount of \$78,260.00 excluding WSST. Since then a majority of the master planning and schematic design work has been completed.

Upon further review or departmental space needs, MMEC was asked to develop a proposal to partially design the 2<sup>nd</sup> floor space, add an IT room to the basement area, and to modify the layout of the 1<sup>st</sup> and 3<sup>rd</sup> floors to better facilitate department needs. The proposal has two sections. The first part is for the 2<sup>nd</sup> floor partial buildout and basement IT room addition and has a cost for design of \$46,600.00 excluding WSST. The second part is for the modifications of the 1<sup>st</sup> and 3<sup>rd</sup> floors and has a cost for design of \$32,380.00 excluding WSST.

The total cost for Amendment 2 to the design contract with MMEC Architecture is 78,980.00 excluding WSST.

**SUMMARY**

Additional departmental needs have been identified which promote adding designed space to the 2<sup>nd</sup> floor, basement and redesigning areas on the 1<sup>st</sup> and 3<sup>rd</sup> floors. A contract amendment is required to adjust the scope and cost of the project. The cost increase is \$78,980.00 excluding WSST.

**RECOMMENDATION**

Staff recommends that the Board approve Amendment 2 for the contract with MMEC architecture.

**FISCAL IMPACT**

\$78,980.00 from Capital Improvement Fund for design fees.

**MOTION**

I move to approve Amendment Number 2 to the Contract with MMEC Architecture for the Architecture and Engineering services for the design of a new administration building.

**RESOLUTION**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:**

**IN THE MATTER OF EXECUTING AMENDMENT NUMBER 1 TO THE PROFESSIONAL SERVICES CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF A NEW ADMINISTRATION BUILDING WITH MMEC ARCHITECTURE & INTERIORS OF SPOKANE, WASHINGTON**

**WHEREAS**, Resolution 2018-726 executed the contract for Architectural and Engineering services for the New Administration Building project with MMEC Architecture; and

**WHEREAS**, The Board approved Amendment 1 by Resolution 2019-396 on May 21<sup>st</sup>, 2019 in the amount of \$78,260.00 excluding WSST; and

**WHEREAS**, upon further review of department space needs MMEC was asked for a proposal to continue design and several areas of redesign of the New Administration Building; and

**WHEREAS**, the proposal for the 2<sup>nd</sup> floor partial buildout and the basement IT room, approximately 3775 sf, design total is \$46,600.00 excluding WSST; and

**WHEREAS**, the proposal for the modifications of the 1<sup>st</sup> and 3<sup>rd</sup> floor, approximately 4300 sf, design total is \$32,380.00 excluding WSST; and

**WHEREAS**, a fair and reasonable price has been negotiated with MMEC architecture, reviewed by the Prosecuting Attorney and signed by the consultant; **NOW THEREFORE**,

**BE IT RESOLVED** that the Board of County Commissioners hereby approves Amendment Number 2 to the Professional Services Contract with MMEC Architecture & Interiors of Spokane, Washington for the New Administration Building project in the amount of \$78,980.00, excluding Washington State Sales Tax; and

Dated this 25<sup>th</sup> day of February 2020.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington



# AIA Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Benton County Administration Building  
Kennewick, Washington

**AGREEMENT INFORMATION:**  
Date: 10/16/2018

**AMENDMENT INFORMATION:**  
Amendment Number: 002  
Date: 2/25/19

**OWNER:** *(name and address)*  
Benton County  
620 Market St.  
Prosser, WA 99350

**ARCHITECT:** *(name and address)*  
MMEC Architecture & Interiors  
1 N. Monroe St., Suite 200  
Spokane, WA 99201

The Owner and Architect amend the Agreement as follows:

**Provide additional design services for partial 2nd Floor Partial and Basement IT Room Expansion:**

Scope of services includes design of finished space for IT Services previously accommodated outside the building and design of space to serve some Auditors functions previously located on the 1st floor. The affected area on the 2nd floor is approximately 3600 sf, as indicated on the concept plans dated Jan 23rd. In the basement, 175 sf will be added to the existing design of the IT room and the area will be reorganized.

The additional services scope includes;

- a. Additional architectural, interior design through construction administration and project closeout;
- b. Additional mechanical and mechanical engineering services through construction administration and project closeout;
- c. Cost estimating;
- d. Processing of Change Order proposals from the contractor;
- e. Processing a separate building permit application for 2nd floor work with the City of Kennewick.

**Provide additional design services for modifications to 4300 sf of the 1st and 3rd Floor:**

Scope of additional services includes design modifications to areas presently designed in two areas of the building: a) Conversion of 664 sf in 1st floor rooms 103, 104 and 105 to conference rooms matching 203 and 204; b) Modifications to 3,600 sf of the 3rd floor east of grid E to replace some portions of open office area with enclosed offices.

The additional services change work is already in the construction documents, so construction administration time is already included in the contract. Services include the following:

- a. Architectural and Interior Design services to modify work presently defined in contract documents;
- b. Mechanical and Electrical Engineering Services to modify work presently defined in contract documents;
- c. Cost estimating;
- d. Processing of Change Order proposals from the contractor;
- e. Processing of modifications to the current building permit application with the City of Kennewick.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
\$78,980.00

Schedule Adjustment:  
None

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**SIGNATURES:**

MMEC Architecture & Interiors

**ARCHITECT** *(Firm name)*



**SIGNATURE**

Craig Conrad, Principal

**PRINTED NAME AND TITLE**

2/25/19

**DATE**

**OWNER** *(Firm name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**