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 detain, click on highlighted areas.

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, March 10, 2020
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**
Approval of Minutes
- **February 25, 2020**

Review Agenda

Consent Agenda

Assessor
a. First Amended Contract w/Master's Touch to Provide Formatting, Printing and Mailing of Property Notices, E-Notices and On-Line Fillable Forms
b. Contract w/QLUE Consulting for Office Workflows and Processes

Auditor
c. Classification Description for an Election Systems Supervisor Position
d. Establishing a Salary Grade for an Elections Systems Supervisor Position
e. Line Item Transfer, Fund No. 0111-101, Dept. 000
f. Declaration of Surplus and Disposition of Personal Property
g. Agreement w/City of Richland for Payment and Ballot Boxes

Clerk
h. Continuing An Information Management Service Agreement w/CI Support LLC

Corrections
i. Letter to J Lembcke re Signs & Wonders, Inc. Contract

Facilities
j. Line Item Transfer, Fund No. 0000-101, Dept. 110
k. Authorizing Payment to Access Unlimited & Security for Purchase of Security System Hardware

Fairgrounds
l. Line Item Transfer, Fund No. 0124-101, Dept. 000

Information Technology

m. Purchase of Dell Latitude Laptop for Treasurer Department From Dell Premier

Juvenile

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

Noxious Weed Control Board

o. Appointment of Darrell Miles to Area 1
p. Appointment of Dan Downs to Area 4
q. Appointment of Dave Owens to Area 5

Office of Public Defense

r. Agreement w/Sylvia Garza for Interpreting Services in Superior and District Courts
s. Amending Resolution 2014-322 Authorizing OPD Chief Staff Defender to Sign Vouchers
t. Amending Public Defense Investigation Contract w/Michael Matkowski
u. Amending Public Defense Investigation Contract w/Mark Almquist
v. Amending Public Defense Investigation Contract w/Jeffrey Porteous
w. Amending Public Defense Investigation Contract w/Abel Campos
x. Temporary Superior Court Public Defense Services Agreement w/Heather Villani

Planning

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

Public Works

z. Proposed Vacation and Abandonment of a Portion of Clodfelter Road
aa. Establishing Traffic Control on Clear View Loop, Fairview Loop, Harper Mae Court and Summit View Court
bb. Purchase of 18 Speed Transmission & Clutch Assembly From Woodpecker Truck
cc. Purchase of 2 Truck Mounted Rear Cross Conveyors From Northend Truck Equipment
dd. Accepting Work Performed by Goodman & Mehlenbacher for CRP – PR 669 Improvements
ee. Accepting Work Performed by Central Washington Asphalt Inc. for SMP – 2019 BST Area 3
ff. Accepting Work Performed by Granite Construction Company for Badger Mtn to Candy Mtn Connector Pathway Project
gg. Approval of Construction Plans and Authorization to Proceed w/Bid Process for Safety Roadside Improvements
hh. Permission to Proceed w/Advertisement and Bid Process for SMP – 2020 Bituminous Surface Treatment Area 4 and Edge Repair
ii. Purchase of New Current Model Water Truck Cab and Chassis From Jim's Pacific Garages
jj. Contract w/Wave Design Group for Architectural and Engineering Services for the Fairgrounds Building #1 Restroom Replacement Project
kk. Authorizing Additional Amount Payable to Cortner Architectural Company for Architectural & Engineering Services for the Public Services Building

Risk Management

ll. Engagement Letter w/PricewaterhouseCooper for Actuarial Services

Sheriff

mm Purchase of a 3D Scanner From Faro Technologies to Develop a Peer Reviewed School Safety Plan
nn. Lease Agreement w/MailFinance Through NeoPost USA for Postage Meter and Scale
oo. Award of Purchase of Rifle Equipment to Talos Tactical - $4,036
pp. Award of Purchase of Rifle Equipment to Talos Tactical - $6,344
qq. Award of Purchase of Two Swat Rifles From Bravo Company USA
rr. Award of Purchase of Four Rifles From Bravo Company USA

Treasurer

ss. Line Item Transfer, Fund No. 0109-101, Dept. 000

Workforce Development Council

tt. Appointment of Mary Mills to the Division of the Southeast Washington Office

Public Comment

Scheduled Business

Annual Economic Development Agreement w/TRIDEC ~ A Fyall

Request for Temporary Help for ER&R ~ R Blain

Human Resources Position Cleanup ~ L Wingfield & L Ivey

- Establishing a Risk Manager on the Managers and Administrators Salary Schedule and Changing the Public Works Manager and Jail Commander Titles
- Changing the Public Works Manager Classification Description to a Director of Operations and Capital Assets Classification Description
- Director of Operations and Capital Assets Line Item Transfer, Fund No. 0305-101, Dept. 000
- Jail Captain Classification Description Update
- Changing the Jail Commander Classification Description to a Chief of Corrections Classification Description
- Chief of Corrections Line Item Transfer, Fund No. 0000-101, Dept. 120

Finance Team Presentation

- Current Expense ~ L Ivey & J Bowe
- Public Safety Tax ~ L Ivey & S Palmus

Other Business

Executive Session

Potential Litigation ~ R Brown & J MacPherson

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Tuesday, February 25, 2020, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Absent: Commissioner Jerome Delvin (Vacation**)**

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; Greg Wendt, Planning Manager; IT Manager Robert Heard; Public Works Manager Robert Blain; Human Services Manager Kyle Sullivan; Commander Tom Croskrey; Katie Gillies, Sheriff's Office; Treasurer Ken Spencer; Shan MacPherson, IT; Finance Manager Linda Ivey; Auditor Brenda Chilton; County Engineer Doug D'Hondt; Assessor Bill Spencer; Captain Joshua Shelton; Ela Selga, District Court Administrator, Elaine Osborne, Chief Deputy Clerk; Commander Scott Souza; Cristina Woods, Public Works; PA Andy Miller.

Approval of Minutes

The Minutes of February 11, 2020 were approved.

Review Agenda

The Board requested to add consent agenda item "ii" – HR Line Item Transfer.

The Board requested to add an executive session to review the claim against an elected official.

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items "a" through "hh", adding "ii" (Line Item Transfer – Current Expense Fund, Dept. 118). Commissioner Beaver seconded and upon vote, the Board approved the following:

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 9th 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

Human Resources

ii. Line Item Transfer, Current Expense Fund, Dept. 118

Public Hearing - Subdivision Alteration – Seitz River Tracts

Greg Wendt presented the subdivision alteration for Seitz River Tracts, approved by the Board in 2019. He said it was recently discovered that Benton Irrigation District did not sign the final plat before it was recorded. He said the corrections were made and the Planning Commission voted to forward a positive recommendation and the Planning Department also recommended approval.

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

MOTION: Commissioner Small moved to adopt the findings of fact as indicated in the Agenda Sheet dated February 14, 2020 and approve the Subdivision Alteration of Seitz River Tracts - SA 2020-001 with the requirements of the Benton Irrigation District as presented. Chairman Beaver seconded and upon vote, the motion carried.

Public Hearing - Vacation of Clodfelter Road

Doug D'Hondt said due to the realignment of Clodfelter Road, a portion of the road became unusable. He said they were requesting to vacate the portion of road between Clodfelter and Clearwater Drive as presented as it served no benefit to the County.

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

The Board agreed to proceed as recommended with the vacation.

Public Hearing – Six-Year Road Program and One-Year Road Program – Amendment

Doug D'Hondt presented the amendments to the Six-Year Road Program and One-Year Road Program.

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

MOTION: Commissioner Small moved to approve the amendments to the Six-Year Road Program and One-Year Road Program as presented. Chairman Beaver seconded and upon vote, the motion carried.

Public Hearing – Supplemental Budget Adjustments

Linda Ivey presented three supplemental budget adjustments as follows:

- Current Expense Fund 0000-101, Dept. 120 in the amount of $1,064,764.00 for an opioid treatment grant received for the Benton County Jail
- REET Technology Fund 0129-101 in the amount of $220,000.00 for expenditures associated with a capital software purchase for programs used in the Assessor and Treasurer offices
- Current Expense Fund 0000-101, Dept. 115 in the amount of $3.6 million for 2020 cash carry forward

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

MOTION: Commissioner Small moved to approve the resolution approving the budget adjustment for the 2020 cash carry forward as presented. Chairman Beaver seconded and upon vote, the motion carried.

Feasibility Study – Recovery Center

Kyle Sullivan updated the Board and said that Franklin County decided not to support the feasibility study for the proposed Recovery Center. However, he did not believe their lack of participation would affect the Hospital District's ability to participate.

Chairman Beaver said he believed Benton County would participate as a partner with the Hospital District. Commissioner Small said he concurred and was disappointed Franklin County was not willing to participate and use their millage funds. He said this was just another reason Benton County continued to look at dissolving the bi-county relationship (money).

Mr. Sullivan said he would come back to the Board when he was further along in the process.

Supplemental Budget Adjustments – Continued

Mr. MacPherson informed the Board it did not include all the resolutions in the motion for the budget adjustments.

MOTION: Commissioner Small moved to approve the budget adjustments as presented for Current Expense Fund 0000-101, Dept. 120 in the amount of $1,064,764.00, the REET Technology Fund 0129-101 in the amount of $220,000.00 for capital software purchases, and Current Expense Fund 0000-101, Dept. 115 in the amount of $3,600,000.00 for 2020 cash carry forward. Chairman Beaver seconded and upon vote, the motion carried.

PA's Office - Request for Temporary Help

PA Andy Miller requested the Board approve a temporary help position in the Crime Victim Fund. He said their victim witness manager left and the position had been vacant for about a month; the temporary position would assist them in getting caught up and it would be budget neutral.

MOTION: Commissioner Small moved to approve the resolution authorizing the temporary help position in the Crime Victim Fund as presented. Chairman Beaver seconded and upon vote, the motion carried.

Sheriff's Office - Request to Purchase Five Vehicles

Commander Croskrey requested the Board authorize replacement of five vehicles that were aging, had high mileage and in need of replacement.

Linda Ivey said the vehicles were not in the original budget and due to the state contract deadlines, they needed to be purchased by March 31. Additionally, with limited board meetings, they were requesting them now and had identified the Public Safety Tax Fund as an available funding source.

Commissioner Small asked if there was any particular reason why the mileage was so high and Commander Croskrey said the deputies were busy and there was a lot of driving. Commissioner Small asked about including these vehicles in the ER&R fund. Ms. Ivey said they were not currently in the ER&R program.

Chairman Beaver commented that if the public decided not to support the PST fund in the future, it would create an interesting problem.

MOTION: Commissioner Small moved to approve the Resolution and attached Purchase Agreement between Benton County and Columbia Ford Lincoln for the purchase of five Ford Police Interceptor Utility/SUV AWD, utilizing State Contract No. 05916 in the total amount of $218,377.22 including WSST. Chairman Beaver seconded and upon vote, the motion carried.

Sundance Improvement Association Water District

Adam Fyall said the Sundance Improvement Association was requesting Benton County to serve as their sponsor for an upgrade to their residential water system. Sundance Improvement Association was a neighborhood-scale well serving a subdivision of Finley with 29 connections and suffering the same nitrate contamination issues as the Plymouth well. The Board previously sponsored the Plymouth Water District through a Department of Commerce Community Development Block Grant for a new well.

There would be no financial contribution by Benton County, only a contribution of staff time and Benton County would be the pass-through agency to receive the CDBG funds from Commerce and pay them on to Sundance.

If the County was interesting in sponsoring, there would be training in mid-March, with the application due in June.

The Board agreed to have Mr. Fyall proceed ahead and make it happen.

JC Plumbing & Water Intrusion Project - Change Order No. 5 - Banlin Construction

Robert Blain presented Change Order No. 5 with Banlin Construction, consisting of four changes totaling $13,071.01 plus WSST and no increase in the contract time.

MOTION: Commissioner Small moved to approve the Change Order No. 5 with Banlin Construction for the Justice Center Plumbing and Water Intrusion Project as presented. Chairman Beaver seconded and upon vote, the motion carried.

New Administration Building – Amendment No. 2 - MMEC Architecture

Robert Blain presented an amendment to the contract with MMEC Architecture to modify the design as follows:

- 2nd Floor partial buildout and basement IT room addition - $46,600.00
- Modifications to 1st and 3rd floor layouts - $32,380.00

MOTION: Commissioner Small moved to approve Amendment No. 2 to the Contract with MMEC Architecture for the architecture and engineering services for the design of the New Administration Building in the total amount of $78,980.00 plus WSST. Chairman Beaver seconded and upon vote, the motion carried.

Other Business

Certificates of Service

Chairman Beaver said the Board would be signing Certificates of Service to recognize long-term employees with 15, 20, 25 and 30 years of service.

Benton County Deputy Sheriff's Guild – Letter in Support

Mr. MacPherson said staff prepared a letter from the Board in support of the Sheriff's Office Command Staff and Guild. It was circulated to all three board members and Commissioner Delvin sent an email in support of the letter authorizing the Clerk of the Board to affix his name to the letter.

MOTION: Commissioner Small moved to approve the letter as presented and authorizing the Clerk of the Board to affix Commissioner Delvin's signature. Chairman Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:47 a.m.

Executive Session - Potential litigation

The Board went into executive session at 9:47 a.m. for five minutes with Ryan Brown to discuss potential litigation. Also present were Paul Schut, Andy Miller, Matt Rasmussen, Ryan Lukson (via/skype), Jerrod MacPherson and Cami McKenzie. The Board came out at 9:51 a.m. No decisions were made but direction was given.

Executive Session – Claim Against a Public Official

The Board went into executive session with DPA Ryan Brown at 9:51 a.m. for 20 minutes to review a claim made against a public official. Also present were PA Andy Miller, Matt Rasmussen, Jerrod MacPherson, and Cami McKenzie. The Board came out at 10:10 a.m. and Mr. Brown said they would go back into executive session for an additional 10 minutes. The Board came out at 10:20 a.m. and went back into executive session for an additional 20 minutes. The Board came out at 10:30 a.m. No action was taken.

Account Payables

Check Date: 02/10/2020

P-Card #: 0220
Total all funds: $236,879.33

Check Date: 02/14/2020

EFT's: 1144-1152
Transfers #: 02142001-02142007
Total all funds: $435,509.03

Warrant #: 203230-203451
Total all funds: $1,442,319.17

Check Date: 02/21/2020

EFT's: 1153-1159
Transfers #: 02212001-02212003
Total all funds: $37,970.75

Warrant #: 203534-203646
Total all funds: $912,638.74

Payroll

Check Date: 02/18/2020

Payroll Draw Checks
Warrant #: 242443-242446
Direct Deposit #: 150757-150921
Total all funds: $118,699.32

Payroll Draw Deductions/Transfers
Taxes #: 101200212
Total all funds: $36,1122.44

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

Resolutions

2020-142: Surplus and Disposition of Personal Property
2020-143: Setting Alternates for Budget Hearings, 2021-2022 Biennium Benton County Budgets
2020-144: Organization of Benton County Commissioners for 2020
2020-145: Disbursement From the Historical Preservation Fund to WSU for the Pre-Manhattan Project
2020-146: Line Item Transfer, Fund No. 0133-101, Dept. 000
2020-147: Line Item Transfer, Fund No. 0305-101, Dept. 000
2020-148: Line Item Transfer, Fund No. 0000-101, Dept. 110
2020-149: Line Item Transfer, Fund No. 0000-101, Dept. 115 to 131
2020-150: Fifth Amended Contract w/Keefe Commissary Network for As Needed Inmate Commissary Services
2020-151: Purchase Agreement w/San Diego Police Equipment Company for Ammunition
2020-152: Line Item Transfer, Fund No. 0000-101, Dept. 120
2020-153: Line Item Transfer, Fund No. 0000-101, Dept. 111
2020-154: Award and Contract w/Clearwater Tech, LLC dba Roto-Rooter Service for As Needed Plumbing Services
2020-155: First Amendment to Tri-City Horse Racing Association Lease Agreement
2020-156: Approval - Salary Request Statement - IT Manager
2020-157: Line Item Transfer, Fund No. 0305-101, Dept. 000
2020-158: Agreement w/State of WA Dept. of Children Youth and Families
2020-159: Agreement w/Safe Harbor Crisis Nursery for Meeting the Goals of the Five-Year Homeless Housing Plan
2020-160: Contract w/NexVortex, Inc. to Provide Voice Services
2020-161: Line Item Transfer, Fund No. 000-101, Dept. 126
2020-162: Line Item Transfer, Fund No. 0000-101, Dept. 116
2020-163: Shoreline Management Program Periodic Update 2021 – Public Participation Plan
2020-164: Accepting Work Performed by Banlin Construction for Richland Auditor's Office Decommissioning Project

2020-165: Agreement w/City of Benton City to Provide Certification Acceptance Services for Benton City's 9th Street Sidewalk Project
2020-166: Contract w/Rentokil North America, Inc., dba Western Exterminator Company to Provide Pest Management Services
2020-167: Purchase of Herbicides From Helena Chemical Company, Wilbur-Ellis Company and Nutrien Ag Solutions
2020-168: Acceptance of Construction Plans for Ridge View
2020-169: Line Item Transfer, Fund No. 0000-101, Dept. 131
2020-170: Line Item Transfer, Fund No. 0101-101, Dept. 500
2020-171: Approving Change Order No. 4 with Banlin Construction for the Justice Center Restroom Renovation Project
2020-172: Purchase of Nine Vehicles From Columbia Ford Lincoln
2020-173: Line Item Transfer, Current Expense Fund, Dept. 118
2020-174: Approval of Subdivision Alteration – Seitz River Tracts
2020-175: Approval of Amendment to 2020-2025 Six Year Road Program and Approval of 2020 One-Year Road Program
2020-176: Approval of Budget Adjustment – 2019-2020 Current Expense Fund, Dept. 120 - $1,064,764.00
2020-177: Approval of Budget Adjustment – 2019-2020 Reet Technology Fund - $220,000.00
2020-178: Approval of Budget Adjustment – 2019-2020 Current Expense Fund, Dept. 115 - $3,600,000.00
2020-179: Line Item Transfer – Crime Victim Fund 0120-101
2020-180: Authorizing Purchase of Five (5) Vehicles from Columbia Ford
2020-181: Approving Contract Change Order No. 5 – Banlin Construction – Justice Center Plumbing and Water Intrusion Project
2020-182: Amendment No. 1 to Contract with MMEC Architecture & Interiors – New Administration Building

There being no further business before the Board, the meeting adjourned at approximately 10:31 a.m.

_____ _____

Clerk of the Board Chairman

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 3/10/2020	Execute Contract	____	Consent Agenda	X
Subject: Amended Service Agreement to Print COV, New Cons. & PP Notices	Pass Resolution	X	Public Hearing	____
Prepared by: B.Spencer	Pass Ordinance	____	1st Discussion	____
	Pass Motion	____	2nd Discussion	____
	Other	____	Other	____

BACKGROUND INFORMATION

Per Benton County Resolution No. 2019-909, the County entered into a services contract with The Master's Touch – TMT, to provide formatting, printing and mailing of the Benton County change of value, new construction and personal property notices as well as eNotices and fillable forms online. An amendment was made and referenced as Exhibit D, as more information was needed on the pricing matrix for the mailing of personal property notices.

SUMMARY

See above.

RECOMMENDATION

The Board of Benton County Commissioners authorizes the Chairman of said Board to sign the First Contract Amendment for the formatting, printing and mailing of change of value, new construction and personal property notices, as well as eNotices and fillable forms online from The Master's Touch - TMT.

FISCAL IMPACT

None: the authorized not to exceed total amount of $40,000, will remain unchanged with the addition of Exhibit D.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE FIRST AMENDMENT TO THE SERVICES CONTRACT (RESOLUTION 2019-909) BETWEEN THE MASTER'S TOUCH AND BENTON COUNTY TO PROVIDE FORMATTING, PRINTING AND MAILING, OF THE BENTON COUNTY CHANGE OF VALUE, NEW CONSTRUCTION AND PERSONAL PROPERTY NOTICES AS WELL AS E-NOTICES AND FILLABLE FORMS ONLINE FOR THE ASSESSOR'S OFFICE

WHEREAS, per Benton County Resolution 2012-677, Section 4.0 Services"....The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost...."; and,

WHEREAS, the Benton County Assessor received a first amendment to the agreement from The Master's Touch, Spokane, WA per resolution 2019-909, to provide the formatting, printing and mailing of said notices, further described as attached hereto; and,

WHEREAS, the Benton County Assessor recommends approving the first amendment of the service contract with The Master's Touch, Spokane, WA to provide necessary additional information for pricing of the personal property notices, for a contract amount not to exceed $40,000 including WSST with said service effective January 1, 2020 expiring on December 31, 2020, **NOW, THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby agrees with the recommendation to approve the first amendment of the service agreement with The Master's Touch to provide necessary services for the formatting, printing and mailing of the revaluation, new construction and personal property notices as well as eNotices and fillable forms online for a contract amount not to exceed $40,000 including WSST with said service effective January 1, 2020 expiring on December 31, 2020; and,

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners authorizes the Chairman of said Board to sign said service contract attached hereto.

Dated this _____ day of _____, 20___.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

cc: Assessor, Auditor

Prepared by: B. Spencer

FIRST CONTRACT AMENDMENT
ASSESSOR CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **THE MASTER'S TOUCH, LLC (TMT)**, a corporation organized under the laws of the State of Washington, with its principal offices at 1405 N. Ash St., Spokane, WA 99201 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2019-909, the parties entered into a Contract, beginning January 1, 2020 and ending December 31, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide Formatting, Printing and Mailing, of Benton County Change of Value, New Construction and Personal Property Notices; and

WHEREAS, more information was needed than originally expected to perform the Printing and Mailing of Personal Property Notices under the CONTRACT, the COUNTY wishes to add the amended information which is listed on Exhibit D from The Master's Touch, LLC (TMT) dated March 2, 2020; and

WHEREAS, this First Amendment is necessary to add the additional information, and the Parties have mutually agreed to this information; and

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendment:

1. **CONTRACT DOCUMENTS** Section 1. of the CONTRACT, "CONTRACT DOCUMENTS" is amended by the addition of the following which is attached hereto and incorporated by reference:

    e. Exhibit D – Additional information to perform Printing and Mailing of Personal Property Notices from The Master's Touch, LLC (TMT) dated March 3, 2020.

3. **SERVICES PROVIDED** Section 3.a. of the CONTRACT, "SERVICES PROVIDED" is amended and replaced with the following:

    a. The CONTRACTOR shall perform four (4) tasks more fully set for in Exhibit "A", "B", "C" and "D" which is attached hereto and incorporated herein by reference. Exhibit "A" is the laser printing and mailing of revaluation real property and personal property notices. Exhibit "B" is the electronic notification to real and personal property owners from a secure server where files are processed, uploaded and stored in electronic format. Exhibit "C" is services to generate, process and upload personal property account information securely and electronically. Data can be corrected and submitted in XML or HTML format for direct import into and easy viewing. Exhibit "D" is the pricing matrix for the mailing of personal property notices.

5. **COMPENSATION** Section 5.a. of the Contract, "COMPENSATION" is amended and replaced with the following:

a. The CONTRACTOR shall perform four (4) tasks more fully set for in Exhibit "A", "B", "C" and "D" which is attached hereto and incorporated herein by reference. Exhibit "A" is the laser printing and mailing of revaluation real property and personal property notices. Exhibit "B" is the electronic notification to real and personal property owners from a secure server where files are processed, uploaded and stored in electronic format. Exhibit "C" is services to generate, process and upload personal property account information securely and electronically. Data can be corrected and submitted in XML or HTML format for direct import into and easy viewing. Exhibit "D" is the pricing matrix for the mailing of personal property notices.

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

FOR: BENTON COUNTY

_____
Chairman Date

_____
Attest: Clerk of the Board

FOR: THE MASTER'S TOUCH, LLC (TMT)

J. Cote 3/3/2020
Signature Date

Jim Cote
Name

President
Title

APPROVED AS TO FORM:

_____
Benton County Deputy Prosecuting Attorney, Civil

3/3/20
Date

THE MASTER'S TOUCH, LLC

SPOKANE HEADQUARTERS
1405 N ASH ST
SPOKANE, WA 99201
PHONE: 509-326-7475
FAX: 509-326-7214
TOLL FREE: 800-301-1347

ARIZONA FACILITY
132 W JULIE DR
TEMPE, AZ 85283
PHONE: 800-301-1347

IOWA SALES OFFICE
PO BOX 377
DES MOINES, IA 50302
PHONE: 800-301-1347

HAWAII SALES OFFICE
47-525 KAMEHAMEHA HWY
KANEOHE, HI 96744
PHONE: 800-301-1347

SOC 1 COMPLIANT TYPE II

www.themasterstouch.com

Exhibit "D"

Mailing for PP Fillable Forms – Benton County, WA

Printed Items:

- 8.5 x 11 Personal Property Notice printed 1/1 black on 24# White, for multiple personal page listings – See below
- #10 Window envelope on 24# WW – **4.8 cents each**
- #9 Reply envelope on 24# WW – **4.6 cents each**
- 9 x 12 window flat for packets over ¼ inch thick = **35 cents each**

- Mail Processing:
  - CASS Certify to validate addresses. Inform County via Excel file of defective addresses.
  - Process name and address list through NCOA (National Change of Address) to comply with Move Update. Return Excel list of move addresses for Assessor information.
  - Image personal property data to face and back of multiple 8 ½ x 11 pages of 24# white
  - Fold and insert forms and #9 into #10 window envelope
  - Presort and package for USPS automation postage
  - Perform final quality check and deliver to USPS SCF

Price: **20 cents** per parcel + Automation Postage**
+ 5 cents per sheet for each added sheet of printed sheet

** Current automation rates for letters – 38.9 to 43.9 cents for one ounce

Thank you for this opportunity!

Jim Cote'
President
March 3, 2020

Accepted: _____

Date: 3-3-2020

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	3/10/2020	Execute Contract	___	Consent Agenda	X
Subject:	QLUE Consulting, LLC	Pass Resolution	X	Public Hearing	___
		Pass Ordinance	___	1st Discussion	___
By:	B Spencer	Pass Motion	___	2nd Discussion	___
Reviewed By:		Other	___	Other	___

BACKGROUND INFORMATION

The Benton County Assessor's office has been going through a software conversion and is needing to improve workflows. Of those workflows the Assessor has identified projects that will take more skill and knowledge than is currently available in the Assessor's office.

SUMMARY

The Benton County Assessor has determined that there is a need for third party expertise to improve efficiency and workflows. QLUE Consulting, LLC will be providing Professional services to help the Assessor's office develop workflows and processes electronically to build a more efficient office.

RECOMMENDATION

That the Board of Benton County Commissioners, Benton County Washington authorizes the Personal Services Contract for QLUE Consulting, LLC not to exceed $150,000 excluding Washington State Sales Tax paid out of line item 00000.514.240.4103 Professional Services.

FISCAL IMPACT

None, Benton County Assessor will do line item transfer to 00000.514.240.4103 Professional Services to cover costs.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF AUTHORIZING PERSONAL SERVICES CONTRACT WITH: QLUE CONSULTING, LLC FOR the ASSESSOR'S OFFICE.

WHEREAS, per Benton County Resolution 2012-677, Section 4.0 Services"....The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost...."; and,

WHEREAS, ensuring fair and equitable property appraisal if a fundamental task of the Assessor's office; and

WHEREAS, the Benton County Assessor has determined a need for further help in developing efficiencies of the processes within the County Assessor's office; and

WHEREAS, after review, the Benton County Assessor has chosen to employ the services of QLUE Consulting, LLC; and

WHEREAS; QLUE Consulting, LLC will be providing Professional services to help the Assessor's office develop workflows and processes electronically to build a more efficient office; and

WHEREAS, the Assessor and Attorney Reid Hay reviewed the Personal Services Contract and presented the contract to the Board of County Commissioners and recommend QLUE Consulting, LLC for these services; and

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County Washington authorizes the Personal Services Contract for QLUE Consulting, LLC not to exceed $150,000 excluding Washington State Sales Tax paid out of line item 00000.514.240.4103 Professional Services with the contract effective 3/16/2020 and shall expire 3/16/2021; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners authorizes the Chairman of said Board to sign said service contract attached hereto.

Dated this _____ day of _____, 20___.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest..... Clerk of the Board

cc: Assessor, Auditor

Prepared by: B. Spencer

Seek

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 QLUE Consulting, LLC, a corporation organized under the laws of the State of Washington with its principal offices at 245 High Meadows St, Richland, WA 99352 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – "QLUE Consulting Work Outline"

2. DURATION OF CONTRACT

The term of this Contract shall begin on 3/16/2020 and shall expire on 3/16/2021. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall discover, design and develop data workflow enhancements and database work. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "QLUE Consulting Work Outline", which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

f. The CONTRACTOR shall work with the County IT department for access to all systems relating to this project.

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:	Brian Mackley
Address:	245 High Meadows St Richland, WA 99352
Phone:	970-324-7530
Email:	brian@qlueconsulting.com

b. For COUNTY:

Name:	Bill Spencer
Address:	620 Market St Prosser, WA,99350
Phone:	509-735-2394
Email:	bill.spencer@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid $125 per hour.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed one hundred fifty thousand dollars ($150,000), including W.S.S.T.

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this

Contract.

d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not

proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty

by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

   If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

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

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

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

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

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

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

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

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 hall 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 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

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

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

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

CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: _____

FOR: QLUE CONSULTING, LLC

_____
Signature

_____
Title:

_____
Print Name

TO: Bill Spencer

Benton County Assessor

From: Brian Mackley

Owner – QLUE Consulting, LLC

2/25/2020

Bill,

As we've discussed, here is an outline and layout of the services that QLUE Consulting ("QLUE") will provide the county ("client"). At this time, Brian Mackley is the only consultant from QLUE who will be working with your office to provide data technology services. Typically these services will include one or more of the following: working with/administering SQL Server servers and technologies, data entry and data workflow automation, process workflow and improvements, database and data cleanup, data analysis and/or reporting, or other services as requested and accepted by both parties.

Data Access -

QLUE and its employees will require and request full data and data systems access as needed for projects, both on site and remotely (if at all possible). Data will be kept confidential and secure, including any records of financial, accounting, personal or client records, and will not be released to any third party.

Project Definitions–

Once a potential project is outlined by the client, QLUE will work with designated client personnel to establish the scope of work, the need or goal and assess potential solutions. QLUE will provide a working plan and an estimate of hours required to complete the work and will associate billing hours to the project. Upon a verbal or written approval of the estimate, work will commence shortly thereafter.

Project Estimates –

QLUE will make a best effort to complete the work in the estimated hours, however, if the project is delayed or requires more hours to complete, hours will be billed accordingly. QLUE will maintain a list of projects and their estimated and actual hours for review at anytime by the client.

Project Completion –

Once a project is complete, the client and QLUE will verify the completion of the project and review (by phone, email or in person) total hours estimated vs hours billed. This will help ensure transparency and accuracy.

Project Billing –

Invoices will be submitted by QLUE to the client and are due within 30 days of receipt. The client will provide the means and information to submit invoices and frequency of invoicing will be determined and agreed to by both parties.

QLUE's hourly rate will be $125/hour at a minimum of one hour billing period. QLUE is committing to only a part time number of hours per week (0-25) to complete project work.

Please let me know if you have any questions.

Thank you.

Brian Mackley

Owner – QLUE Consulting

970-324-7530

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	**Execute Contract**	____	**Consent Agenda**	X
Subject: Election Systems Sup. -- Classification Description	**Pass Resolution**	X	**Public Hearing**	____
	Pass Ordinance	____	**1st Discussion**	____
Prepared by: Brenda Chilton	**Pass Motion**	____	**2nd Discussion**	____
Reviewed by: HR/Budget & Finance	**Other**	____	**Other**	____

BACKGROUND INFORMATION

Due to the increase in registered voters and statutory responsibilities related to election management, the County Auditor has recommended the addition of an Election Systems Supervisor to the Elections Division of the Auditor's Office.

RECOMMENDATION

The Board of Benton County Commissioners approve the recommended classification description for the Election Systems Supervisor position.

FISCAL IMPACT

Budget neutral.

MOTION

Move that the Board of Commissioners approve the recommended classification description for the Election Systems Supervisor position

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING A CLASSIFICATION DESCRIPTION FOR AN ELECTION SYSTEMS SUPERVISOR POSITION

WHEREAS, due to the increase in registered voters and statutory responsibilities related to election management, the County Auditor has recommended the addition of an Election Systems Supervisor to the Elections Division of the Auditor's Office; and

WHEREAS, a job description has been created for the Election Systems Supervisor position; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the recommended classification description for the Election Systems Supervisor position;

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 limited or comprising the County's "at will" employer status.

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

Cc: B. Chilton; Payroll-Auditor; HR

I. TITLE: **Election Systems Supervisor**

DEPARTMENT: **Auditor**

REPORTS TO: **Elections Manager**

SUPERVISES: **Specialists, Office Assistants, and Temporary Help**

II. SUMMARY:

This is a supervisory position responsible for oversight of the election software and hardware systems in the Elections Division of the Auditor's Department. Under the direction of the Elections Manager, this position will provide logistical support for the voter registration, election management, tabulation, and incoming ballot programs and the necessary supervision of regular and temporary staff as it relates to the administration of these programs.

III. EXAMPLES OF JOB DUTIES: (Any one person may not include all the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Supervises all election software and hardware systems and related programs for the voter registration, election management, tabulation, and incoming ballot processes under the direction of the Elections Manager.

Prepares or assists in planning and preparing for current and future elections, including election management system setup, ballot layout, programming and testing of tabulation equipment, and mail ballot processing.

Coordinates with County IT for infrastructure level support.

Prepares or assists with ballot creation duties including proofreading all ballot styles, sending ballot proofs to candidates and jurisdictions, working with translators for accurate translations, and creating and reviewing ballot orders.

Assists with oversight of ballot tabulation duties including working with opening boards to receive, count, and prepare ballots for tabulation.

Assists Elections Manager with overseeing post-election audit processes.

Assists with election night reporting, including preparing the necessary data uploads into the state and county reporting systems.

Coordinates activities of the state voter registration system with the Office of Secretary of State.

Assists in precinct and redistricting processes, including adjustments to voting precincts, maps, street file, as it relates to the election management system.

Represents the Auditor, Elections Manager, and/or the Elections Division at formal and informal meetings, as directed by the Auditor and/or Elections Manager.

Assists in training of regular and extra-help staff in areas related to Voter Registration/Election Services.

Assists the Election Manager in planning and program development for the Elections Division, including planning staff needs, prioritizing and scheduling work.

Evaluates current operating procedures, systems, and equipment relating to election software and hardware systems, and recommends changes or implementation of new procedures and systems, as needed. Oversees implementation and trains staff. Designs or revises forms and develops procedures, as needed.

Prepares or assists in production of statistics for all election results, turnouts, and election costs.

Remains current on legislation, legal requirements, and ordinances affecting elections operations and interprets information to assist Elections Manager and subordinates of any applicable changes in procedures as it relates to the voter registration and ballot tabulation programs.

Assists Elections Manager in overseeing the registration of candidates for elective offices and accepts filing fees in the annex office(s).

Assists Elections Manager in overseeing voter registration, the issuance of replacement ballots, and security of voted ballots and balloting materials in the annex office(s).

Performs other related duties as assigned.

IV. WORKING CONDITIONS:

Work is performed in an office environment. Travel is required to remote offices. Some lifting in excess of 25 pounds may be required.

V. KNOWLEDGE, SKILLS, AND ABILITIES:

Thorough knowledge of laws, elections procedures, and regulations.

Thorough knowledge of the functions, policies, and procedures governing voter registration and elections operations and functions adopted at the county level.

Knowledge of Washington State law in RCW and WAC rulings as they pertain to assigned functions. Ability to interpret and apply RCW and WAC rulings.

Knowledge of functionality of databases and ability to evaluate and communicate needed system modifications and improvements.

Knowledge of electronic data processing methods and techniques as applied to elections.

Ability to organize and prioritize projects to meet deadlines and demands of workloads with a minimum of supervision while maintaining accuracy and attention to detail.

Knowledge and training in the area of modern principles and practices of supervision.

Must demonstrate the ability to establish and maintain effective working relationships with employees, department heads, and agencies.

VI. EDUCATION AND WORK EXPERIENCE:

Bachelor's degree in business or public administration or related field; and five years of progressively responsible office experience related to election administration, or any combination of education and experience which would provide the applicant with the desired skills, knowledge and ability required to perform the job.

VII. PREFERRED QUALIFICATIONS:

Preference will be given to those with three (3) years of experience in administering elections.

Experience in any or all of the County's current election software and hardware systems and related programs for the voter registration, election management, tabulation, and incoming ballot processes.

VIII. VII. LICENSES, CERTIFICATES AND OTHER REQUIREMENTS:

A valid Washington State Driver's License is required for employment.

Must acquire and maintain a Washington State Certificate of Election Administrator within 3 years of employment. Current certification is preferred.

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	**Execute Contract**	____	**Consent Agenda**	X
Subject: Election Systems Sup. -- Salary Placement	**Pass Resolution**	X	**Public Hearing**	____
	Pass Ordinance	____	**1st Discussion**	____
Prepared by: Brenda Chilton	**Pass Motion**	____	**2nd Discussion**	____
Reviewed by: HR/Budget & Finance	**Other**	____	**Other**	____

BACKGROUND INFORMATION

Due to the increase in registered voters and statutory responsibilities related to election management, the County Auditor has recommended the addition of an Election Systems Supervisor to the Elections Division of the Auditor's Office. A classification has been prepared and presented to the Board for approval in conjunction with this salary placement.

RECOMMENDATION

That the Board of Benton County Commissioners approve the recommended placement of the Election Systems Supervisor position on the Benton County non-bargaining salary schedule at a grade 13.

FISCAL IMPACT

Budget neutral.

MOTION

Move that the Board of Commissioners approve the recommended placement of the Election Systems Supervisor position on the Benton County non-bargaining salary schedule at a grade 13.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING A SALARY GRADE FOR AN ELECTION SYSTEMS SUPERVISOR POSITION

WHEREAS, due to the increase in registered voters and statutory responsibilities related to election management, the County Auditor has recommended the addition of an Election Systems Supervisor to the Elections Division of the Auditor's Office; and

WHEREAS, a job description has been created and approved for the Election Systems Supervisor position;

WHEREAS, the County Administrator and Deputy County Administrator have reviewed current Benton County job classification's placement on the Benton County non-bargaining salary schedule, and further surveyed like positions in similarly sized counties throughout the State, NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the recommended placement of the Election Systems Supervisor position on the Benton County non-bargaining salary schedule at a grade 13; 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 limited or comprising the County's "at will" employer status.

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

Cc: B. Chilton; Payroll-Auditor; HR

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN ELECTION RESERVE FUND NUMBER 0111101

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File

CHILTON

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor Dept Nbr: N/A

Fund Name: Election Reserve Fund Nbr: 0111101

TRANSFER FROM: **Dept.** TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.401	4201	Postage	$58,606	514.401	(new)	Election Systems Supervisor	$20,055
				514.901	(new)	Election Systems Supervisor	$20,055
				514.401	2102	Social Security (FICA)	$1,535
				514.901	2102	Social Security (FICA)	$1,535
				514.401	2103	Medical Insurance	$5,133
				514.901	2103	Medical Insurance	$5,133
				514.401	2104	Retirement	$2,580
				514.901	2104	Retirement	$2,580
TOTAL			$58,606	TOTAL			$58,606

Explanation:

To fund Elections Systems Supervisor.

Prepared by: B. Chilton Reviewed by: L. Roe Date: 3/10/20

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	March 10, 2020	Execute Contract	___	Consent Agenda	x
Subject:	Declaration of Surplus Property	Pass Resolution	x	Public Hearing	___
		Pass Ordinance	___	1st Discussion	___
By:	D. Beck	Pass Motion	___	2nd Discussion	___
Reviewed By:	L. Roe	Other	___	Other	___

BACKGROUND INFORMATION

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

SUMMARY

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

D. Beck

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

D. Beck

SURPLUS

BENTON COUNTY CORRECTIONS

- 5 drawer metal file cabinet-Old but functional-No key
  - No Tag #
- Metal desk hutch-hutch only-Old but functional
  - No Tag #

AUDITORS

- Forms and Document Shelf-Fair Condition
  - No Tag #
- 3-Three drawer Wooden Under desk Filing Cabinet-Fair Condition
  - No Tag #s
- Two drawer Wooden Under desk Filing Cabinet-Fair Condition
  - No Tag #
- Round Wooden Table-Fair Condition
  - No Tag #
- Bulletin Board-6’x4’ – Fair Condition
- Misc Office Supplies (Name badges, Used tablets, hanging file folders, labels)
- Documents baskets and organizer
  - No Tag #

DESTROY

BENTON COUNTY CORRECTIONS

- Sceptre 43” TV-Damaged. No longer has picture or turns on.- Recommended to be destroyed
    - Tag #23096

ER&R

- 2014 Ford Taurus (Wrecked; surrendered for destruction to insurance company at fault)
    - Plate: A6483C
    - VEH# 14-07
    - VIN# 1FAHP2MT0EG159717

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	**Execute Contract**	____	**Consent Agenda**	**X**
Subject: Ballot/Tax Payment Boxes	**Pass Resolution**	**X**	**Public Hearing**	____
Prepared by: Brenda Chilton	**Pass Ordinance**	____	**1st Discussion**	____
Reviewed by: Reid Hay	**Pass Motion**	____	**2nd Discussion**	____
	Other	____	**Other**	____

BACKGROUND INFORMATION

The Benton County Auditor and Benton County Treasurer would like to install ballot drop boxes and a payment boxes in cooperation with the City of Richland.

RECOMMENDATION

The Benton County Treasurer recommends that the tax payment box from the Richland Annex be relocated to another location within the City of Richland and the City of Richland has agreed to the installation and placement of the tax payment box at Richland City Hall.

The Benton County Auditor recommends that the ballot drop box from the Richland Annex be relocated to another location within the City of Richland and the City of Richland has agreed to the installation and placement of the ballot box at the Badger Mountain Community Park.

It is the desire and agreement of the Benton County Auditor and the City of Richland to continue with the agreement for placement of a ballot box at Jefferson Park.

FISCAL IMPACT

None.

MOTION

That the Chairman of the Board is authorized to sign the attached Interlocal Cooperative Agreement between Benton County and the City of Richland for installation and placement of ballot boxes and a tax payment box.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF RICHLAND AND BENTON COUNTY, WASHINGTON FOR PAYMENT AND BALLOT BOXES

WHEREAS, Benton County previously entered into an Interlocal Cooperative Agreement with the City of Richland for installation of a ballot drop box at Jefferson Park in the City of Richland;

WHEREAS, as a result of the closure of the Richland Annex of the Benton County Auditor, it was necessary to remove the existing ballot drop box and tax payment box at that location;

WHEREAS, the Benton County Auditor recommends that the ballot drop box from the Richland Annex be relocated to another location within the City of Richland and the City of Richland has agreed to the installation and placement of the ballot box at the Badger Mountain Community Park;

WHEREAS, the Benton County Treasurer recommends that the tax payment box from the Richland Annex be relocated to another location within the City of Richland and the City of Richland has agreed to the installation and placement of the tax payment box at Richland City Hall;

WHEREAS, it is the desire and agreement of the Benton County Auditor and the City of Richland to continue with the agreement for placement of a ballot box at Jefferson Park; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners concurs with the recommendations of the Benton County Auditor and Benton County Treasurer for the installation and placement of the ballot box at Badger Mountain Community Park, the installation and placement of the tax payment box at Richland City Hall, and the continuation of the placement of a ballot box at Jefferson Park; and

BE IT FURTHER RESOLVED, that the Chairman of the Board is authorized to sign the attached Interlocal Cooperative Agreement; and

BE IT FURTHER RESOLVED, that the term of the attached agreement commences on full execution thereof and expires on December 31, 2030.

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

Cc: B. Chilton; Auditor

Interlocal Cooperative Agreement
Between
City of Richland and County of Benton
for
Drop Box Locations

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this ____ day of _____, 2020 between the **City of Richland**, a Washington municipal corporation ("City"), and the **County of Benton**, a political subdivision of the State of Washington ("County"). City and County are hereinafter referred to jointly as the "Jurisdictions."

WHEREAS, the Jurisdictions are, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, authorized to merge their efforts to maximize their mutual ability to provide services and facilities to the public; and

WHEREAS, March 27, 2012, the Jurisdictions entered into an interlocal cooperative agreement for placement of one (1) ballot box within Jefferson Park, a public park owned and operated by City (*see* Richland Contract No. 34-12); and

WHEREAS, the Jurisdictions have since determined that installing an additional ballot drop box in Richland's Badger Mountain Community Park and maintaining the current ballot drop box in Richland's Jefferson Park will benefit both Jurisdictions; and

WHEREAS, the Jurisdictions have also determined that the best interests of the public and the Jurisdictions are served by installing a Benton County Treasurer's Office tax payment drop box at Richland City Hall; and

WHEREAS, the Jurisdictions, by and through their respective governing bodies, have determined that this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions.

NOW, THEREFORE, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish the roles of the Jurisdictions regarding the installation, financing, maintenance and ownership of two (2) Benton County Auditor ballot drop boxes and one (1) Benton County Treasurer tax payment drop box at the city-owned properties identified herein and in the locations depicted on **Exhibit A**.

- Ballot Box No. 1 – Jefferson Park (existing)
- Ballot Box No. 2 – Badger Mountain Community Park, 350 Keene Rd., Richland WA (to be constructed)
- Treasurer's Box No. 1 – Richland City Hall, 625 Swift Blvd., Richland WA (to be constructed)

Collectively, these three (3) drop boxes are referred to hereinafter as the "Projects."

Section 2. Supersession. Upon full execution of this Agreement, the March 27, 2012 Interlocal Cooperative Agreement (Richland Contract No. 34-12) between the Jurisdictions providing for a Benton County Auditor drop box at Jefferson Park is hereby superseded and replaced with this Agreement.

Section 3. Designated Contacts. The designated contacts for the purpose of administering this Agreement are as follows:

CITY: Parks & Public Facilities Contract Administrator
Richland Parks & Public Facilities
625 Swift Boulevard MS-13
Richland, Washington 99352
(509) 942-7463/sjackson@ci.richland.wa.us

COUNTY: *Concerning the Auditor's Office Ballot Drop Boxes:*

Amanda Hatfield
Benton County Election Manager
620 Market Street
Prosser WA 99350
(509) 786-5618/amanda.hatfield@co.benton.wa.us

Concerning the Treasurer's Office Tax Payment Drop Box:

Ken Spencer
Benton County Treasurer
P.O. Box 630
Prosser, WA 99350
(509) 735-8505/ken.spencer@co.benton.wa.us

Section 4. Planning, Construction and Maintenance.

a. The County shall do the following, utilizing any of its elected officials, employees or agents as it sees fit to accomplish the task(s):
    1. Provide the ballot drop boxes to the City for installation by the City;
    2. After placed in service, maintain the Projects as it does and would any other ballot drop box or tax payment drop box for which the County is responsible, including but not limited to graffiti removal and maintenance of doors, hinges, locks, signage and paint surface;
    3. If repair or replacement of the Project(s) is required, the County shall provide required repair and/or replacement at its sole cost.

b. The City shall do the following, utilizing any of its elected officials, employees or agents as it sees fit to accomplish the task(s):
    1. Provide a cost estimate to County for County's approval prior to commencing any work under this Agreement;
    2. Oversee and administer the installation of the Projects;
    3. Inspect the Projects at stages required by inspection ordinances or laws, including at the final stage of construction at completion.

Section 5. Funding. County shall reimburse City for all costs directly associated with work completed by City to install the Projects. The reimbursement of costs is further subject to the following conditions:

a. Reimbursement shall be for actual costs incurred for the construction (labor/materials) only;

b. Reimbursement shall not be made until the Projects have been approved by the County, and City has provided County with an accounting of the costs incurred in the construction of the Projects.

Section 6. Ownership and Consideration. Nothing in this Agreement is intended to modify or impede City's ownership of the property upon which the Projects will be located, and City, at all times, shall retain full title to the property as well as the Projects, at all stages of construction until completion. Once the Projects are completed and approved by County, the City will own the concrete pad upon which the boxes are mounted. County will own the box and mounting equipment.

Section 7. Modification. This Agreement may be modified only by written amendment signed by both Jurisdictions.

Section 8. Indemnification. County shall indemnify, hold harmless, and defend City, its elected officials, employees and agents, from all claims, lawsuits, or any liability whatsoever, including costs and attorney's fees, for property loss or damage, bodily injury, sickness or death, personal, and advertising injury, and any other tort loss, related to or arising from this Agreement. County's responsibilities under this indemnification provision include, but are not limited to investigating, adjusting, and defending the alleged loss. Notwithstanding the foregoing, County shall have no obligation to indemnify the City to the extent that the alleged loss is caused by the City, its elected officials, employees, or agents.

Section 9. Disclaimer of 24/7 Access. City makes no representations that the Projects will, at all times, be unobstructed and accessible to all patrons. City disclaims any liability for claims, lawsuits, damages, or any causes of action whatsoever resulting from lack of usability or destruction of contents caused by third-party damage. County agrees to hold City harmless from any such claims, lawsuits, damages, or other causes of action that arise from lack of access or destruction of contents due to third-party damage.

Section 10. Insurance. The Jurisdictions recognize that each of them are insured to a sufficient level and with appropriate limits of liability through respective risk pools and will maintain insurance in the same coverage and amounts as each Jurisdiction currently has coverage. If either Jurisdiction makes changes that deceases the coverage or amounts of coverage, they shall notify the other Jurisdiction in writing sixty (60) days prior to effective date of said change. The Jurisdictions agree that during the term of this Agreement, they shall not cause the terms of their policies to exclude coverage for any activity or condition related to the planning, construction, maintenance or ownership of the Projects.

Section 11. Term of Agreement and Termination.

a. The term of this Agreement shall become effective on the date first written above upon full execution hereof.

b. This Agreement may be terminated by either Jurisdiction upon ninety (90) days' written notice. The Jurisdictions agree that the drop boxes will not be physically removed until after the conclusion of the full 90-day written notice period.

c. This Agreement shall expire on December 31, 2030.

d. Upon termination or expiration of this Agreement, County will maintain ownership of the ballot drop boxes and the tax payment drop box. At termination or expiration, County is responsible for prompt removal of the Projects, including all costs associated with removal and reasonable restoration of the property.

Section 12. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be available for inspection by either Jurisdiction during the term of this Agreement and for the length of retention required by state law at termination of this Agreement.

Section 13. No Separate Legal Entity. It is not the intention of this Agreement to create a separate legal entity to conduct the cooperative undertaking, and none of the provisions of this Agreement should be construed as such. The acquiring, holding or disposing of real or personal property is not contemplated or authorized by this Agreement. No joint board or administrator is necessary to accomplish the purpose of this Agreement.

Section 14. Evidence of Authority. Upon execution of this Agreement, City shall provide County and County shall provide City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit B** (City) and **Exhibit C** (County).

Section 15. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or applications 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.

Section 16. Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party.

Section 17. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third-party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

Section 18. Dispute Resolution. The Jurisdictions intend to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the Jurisdictions agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

Section 19. Governing Law; Venue. Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising form this Agreement shall be in Benton County Superior Court. This Agreement shall be construed in accordance with the laws of the State of Washington.

Section 20. Waiver. No waiver by any party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver

of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

Section 21. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

Section 22. Filing. The executed Agreement will be filed with the Benton County auditor or posted on the Jurisdiction's website as provided in RCW 39.34.040.

Section 23. Entire Agreement. The Jurisdictions agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first written above.

CITY OF RICHLAND

_____
Cynthia D. Reents, City Manager

ATTEST:

_____
Jennifer Rogers, City Clerk

APPROVED AS TO FORM:

_____
Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that **Cynthia D. Reents** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2020.

_____
Signature of Notary

_____
Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

_____
My appointment expires

BENTON COUNTY

_____
Chairman
Board of County Commissioners

ATTEST:

_____
Clerk to the Board

APPROVED AS TO FORM:

_____
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2020.

_____
Signature of Notary

_____
Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

_____
My appointment expires

Exhibit A – Page 1

Richland City Hall
625 Swift Boulevard, Richland WA

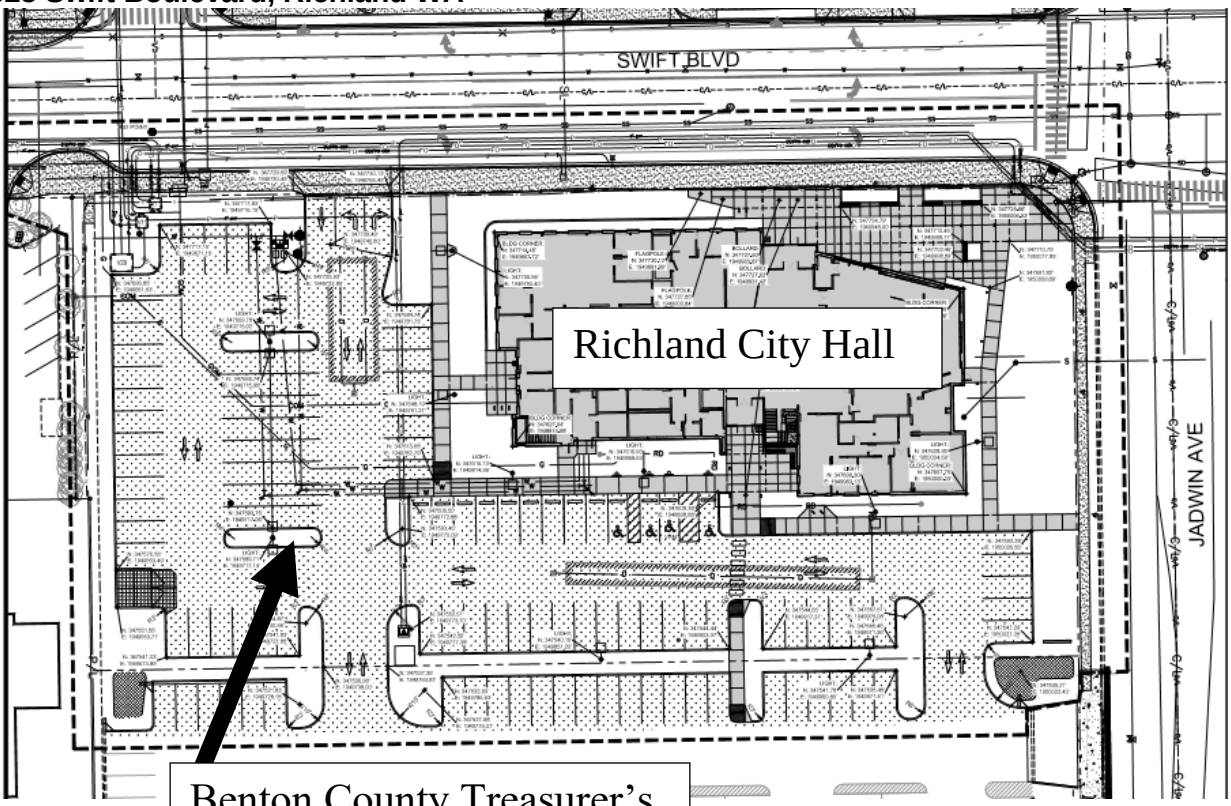


Exhibit A – Page 2

Badger Mountain Community Park
350 Keene Road, Richland WA



Exhibit A – Page 3

Jefferson Park
1340 George Washington Way

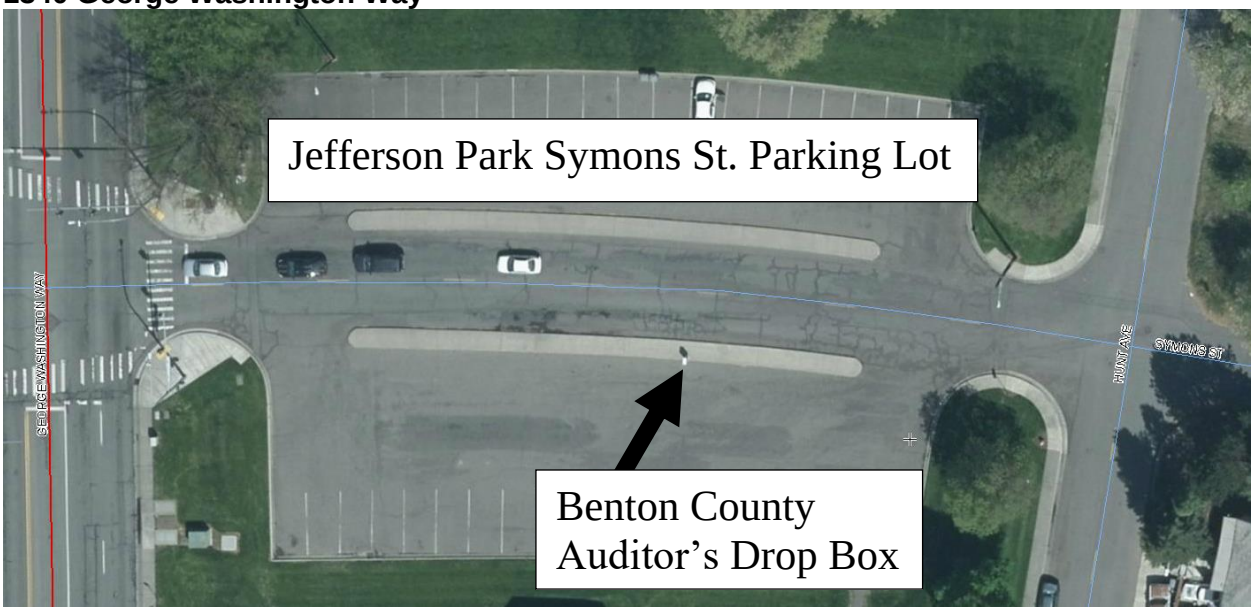


Exhibit B – City of Richland's Evidence of Authority

Exhibit C – County of Benton's Evidence of Authority

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	**3-10-2020**	**Execute Contract**	_____	**Consent Agenda**	__X___
Subject:	**CI Records Storage**	**Pass Resolution**	__X___	**Public Hearing**	_____
		Pass Ordinance	_____	**1st Discussion**	_____
Prepared by:	**E. Osborne**	**Pass Motion**	_____	**2nd Discussion**	_____
Reviewed by:	**J.Delvin & L. Ivey**	**Other**	_____	**Other**	_____

BACKGROUND INFORMATION

The Benton County Clerk's Office requests continuing an information management service agreement between CI Support, LLC, DBA CI Information Management Company and Benton County, Washington for records storage. An agreement was signed in 2016 for a period of 3 years with extending the agreement in 1-year increments for an additional 4 years. This would be the 2nd 1-year extension of the 4 allowed.

SUMMARY

An extension of the contract is necessary.

RECOMMENDATION

We request that a resolution be signed authorizing extension of this contract.

FISCAL IMPACT

Agreement pricing remains the same.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTINUING AN INFORMATION MANAGEMENT SERVICE AGREEMENT BETWEEN CI SUPPORT, LLC, DBA CI INFORMATION MANAGEMENT COMPANY AND BENTON COUNTY, WASHINGTON

WHEREAS, Benton County Offices and Departments use Local Government Common Records Retention Schedules (CORE) along with other approved schedules for the destruction and or transfer of public record documentation to scan, toss, and archive; and

WHEREAS, while there has been an on-going effort to scan, toss and archive records, there are still years of records boxed and stored with CI Information Management Company; and

WHEREAS, the Board of Benton County Commissioners signed an agreement in 2016 (2016 194) for a three-year period to be extended in one (1) year increments for an additional four (4) years; and

WHEREAS, the original resolution (2016-194) was extended in 2019 for one year (2019-151) expires on March 15, 2020; **NOW THEREFORE**

BE IT RESOLVED, that this agreement shall be extended for 1 year to expire on March 15, 2021.

DATED this _____day of March 2020.

_____
Chairman of the Board, James Beaver

_____
Jerome Delvin

_____
Shon Small

_____
Clerk of the Board

Orig.: File – J Delvin
cc: Auditors; Sonia Godinez

E. Osborne

CI Information Management

P.O. Box 7346 - Kennewick, WA 99336 - 509-586-6090

Information Management Service Agreement

This Information Management Agreement ("Agreement") is entered into as of this 15, day of March, 2016 ("Effective Date") by and between CI Support, LLC, dba CI Information Management (Company), having a place of business at 900 S. Dayton, Kennewick, WA 99336 ("Company") and Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 ("Client").

I. RECORDS MANAGEMENT SERVICES - Company hereby agrees to accept for storage and to service under its management system such materials (Stored Material) as Records, Media, and/or Materials Client requests, subject to all terms and conditions herein, including those incorporated as attachments hereof. Client agrees to pay Company for its services according to Company's current rate schedule, or any revisions thereto. The attached Schedule A- Information Management and Document Destruction Fee Schedule, Schedule B- Standard Storage & Operating Procedures, Schedule C- "FACT Act" or "FACTA" Affidavit, Schedule E- "HIPPA" or Business Associate Agreement, are incorporated herein and made a part hereof. Unless modified by specific provisions set forth in Schedule A, B, C, or E the following terms and conditions shall apply to this Agreement.

I.1. STORED MATERIAL - From and after the effective date for the time period set forth in Section IV.1, the Company shall store Client's marked boxes at a secure storage facility located in Kennewick WA 99336 and service the Stored Records, Media and/or Material as set forth herein as identified on Client's Intake Transmittal Form. Client and Company may modify or add to the record materials included in the Schedule of Stored Materials. Such additional Stored Material shall, unless otherwise agreed in writing, be deemed to be held under the same terms and conditions as the Stored Material.

I.2. ACCESS TO STORED MATERIAL -

a. Stored Material and information contained in said Stored Material shall be delivered only to Client's Authorized Representatives as stated in Client's Authorized Representative form which may be amended at any time by mutual agreement of the parties. Client represents that the Authorized Representatives have full authority to personally access Stored Material at Company's facility, order any service for the removal of the Stored Material, and to deliver and receive such. Such order may be given via telephone, electronically, fax, or in writing.

b. When any Stored Material is ordered out, a reasonable time shall be given to the Company to carry out said instructions; and if it is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotions, extreme weather or other reason beyond the Company's control, or because of loss or destruction of goods for which the Company is not liable, or because of any other excuse provided by law, the Company shall not be liable for failure to carry out such instructions or services.

c. The Company reserves the right to deny access to or delivery of Stored Material until such time as Client has cured any default under this Agreement.

d. Authorized representatives of Client shall have the right at reasonable times and upon reasonable notice to examine the records and/or media and compilations of data of the Company which pertain to the performance of the provisions of the Agreement.

e. The Company shall not be liable for damage to Client materials in transit, or to items which may receive sudden and accidental damage, pursuant to conditions specified in Section III.

f. The Company shall have no liability to Client by granting access to any Records to any person authorized under this Section, unless the Company receives prior notice revoking the authorization.

I.3. DECLARATION OF EXCESS VALUATION - Client declares that the valuation of deposits made hereunder is $2.00 per carton, container, disk, tape, or disk pack and agrees to pay an additional monthly rate of $_____ per $1000.00 of declared Excess Valuation, of which payment shall be made simultaneously with the normal monthly rate specified herein. The Company may, at its discretion, elect to repair, replace or restore lost or damaged property up to the valuation declared by the Client, whether the property is lost in whole or in part. Client shall cause its insurers of deposits to waive any right of against the Company.

(Client Signature) _____ (Date) 3-15-2016

I.4. DISPOSAL OF RECORDSI.4.1. FACTA - This Agreement adopts the standard of proper disposal set forth in the Federal Trade Commission's Rule, "Disposal of Consumer Report Information and Records" (16 CFR Part 682), hereinafter referred to as the "FTC Disposal Rule", (Schedule C). At the time of signing this Agreement Client shall sign, or designate an Authorized Representative of the Client to sign a copy of the attached Fair and Accurate Credit Transactions Act ("FACT Act" or "FACTA") Affidavit (Schedule C).

I.4.1. PROCEDURE - Upon written instruction from the Client or its Authorized Representatives, the Company may facilitate proper disposal of Stored Material. The Client releases the Company from all liability by reason of the destruction of such Stored Material pursuant to such authority or notice. The Company shall facilitate such proper disposal in accordance with the FTC Disposal Rule requirements in effect at the time of the final disposition by means of shredding at the rates set forth in Schedule A.

II. RATES - Client agrees to pay Company for its services according the attached Schedule A with the exception of the following services provided to Client within 90 days of execution: (1) Client, through the Benton County Prosecutor's Office (including the Child Support Division), will be provided by Company with the equivalent of 1500 1.2cf boxes worth of Initial Intake Records Services free of charge with the exception of a $100 delivery truck fee per pickup; (2) Client, through the Benton County Clerk's Office, will be provided by Company with the equivalent of 2500 1.2cf boxes worth of Initial Intake Records Services free of charge with the exception of a $100 delivery truck fee per pickup. For purposes of this section Initial Intake Records Services includes all fees incurred by Company associated with the initial intake of records, including but not limited to, providing boxes for storage, removal of boxes and bins from the Client's premises, transportation to Company records storage facility, receiving, verifying, and shelving boxes, providing bar code labels for each box, as well as importing Client's inventory supply list. Furthermore, all fees set forth in Schedule A associated with the viewing and access of records shall not apply to records stored by Company for Client, through the Benton County Prosecutor's Office (with the exception of records stored for the Child Support Division which will be charged pursuant to Schedule A), while Company is performing scanning services pursuant to a separate agreement. Said waiver of fees by Company is up to a maximum of five (5) hours of viewing time at Company's secure storage facility per month by the Benton County Prosecuting Attorney's Office (excluding the Child Support Division), and no more than twenty-five (25) boxes accessed during those five (5) hours, with no more than fifteen (15) boxes delivered to Client next day delivery once a month free of charge. Said waiver of fees is contingent on Client entering into a separate scanning agreement with Company for the scanning of all boxes stored for the Benton County Prosecuting Attorney's Office (excluding records stored for the Child Support Division), and lasts until the full performance of scanning services by Company at which time the fees associated with the viewing and access of records set forth in Schedule A will go into effect. Client and Company believe execution of, and commencement of operations under the scanning agreement referenced in this section will be completed within 90 days of execution of this storage agreement. If the separate scanning agreement is not executed within 90 days of this agreement's execution the fees set forth in Schedule A will immediately go into effect thereafter. Fees may increase, and will be accepted by Client up to three percent (3%) per year. Monthly storage/retention charges shall be due in advance. For Stored Material received during a month or stored for a portion of a month, charges will be assessed according to Schedule A. Company reserves the right to request amendment of Schedule A in the event of an unexpected and severe increase in vendor-driven operating expenses which are beyond the control of Company. Additional service charges and late payment fees, if any, shall be paid simultaneously with the monthly storage/retention charges. If the Client fails to pay the charges when due, Client shall be liable for late charges at the rate of 5% per annum.

III. LIMITATIONS OF LIABILITY

III.1. STORED MATERIAL – The Company shall not be liable for any loss or damage to Stored Material, however caused, unless such loss or damage resulted from the failure by the Company to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. The Company is not responsible for the repair, replacement or restoration of lost or damaged property, subject to the conditions and limitations imposed by this Agreement. Company's liability if any, for loss damage, or destruction to part or all of the Stored Material stored hereunder shall be limited to $2.00 per carton, cubic foot, container, X-ray, disk, tape, disk pack or hard drive which amount Client declares to be the value of Stored Materials, unless Client declares an excess valuation and pays an additional monthly charge for said excess valuation, as provided in Section I.3. In such case, Company liability shall be limited to the amount of the excess valuation per carton, cubic foot, container, X-ray, disk, tape, disk pack or hard drive. Such limitation of liability shall apply irrespective of the cause of loss, damage, or destruction of the Stored Material. The Company accepts no liability for the deterioration of media in storage. Client shall cause its insurers of deposits to waive any right of subrogation against the Company.

III.2. CLAIMS FOR LOSS - Claims by the Client for loss, damage, or destruction must be presented in writing to the Company within a reasonable time and in no event longer than one hundred eighty (180) days after Client is notified by the Company or otherwise receives notice that loss, damage or destruction to part or all of the Stored Material has occurred.

III.3. COMMON CARRIER - Although some ancillary transportation may be furnished in connection with the delivery and pickup of Stored Material and other services, the Company is not and shall not be deemed a contract or common carrier, and the limitations on liability and claims procedure in this Agreement shall apply to any such ancillary transportation services.

IV. TERM AND TERMINATION

IV.1. TERM AND RENEWAL - The Initial Term of this Agreement shall commence as of the Effective Date first set forth above and continue for three (3) years. After the Initial Term, the term shall be automatically extended and be renewed for no more than four successive periods of one year each (a "Renewal Term") unless either party gives notice to the other of termination, in writing, at least sixty (60) days in advance of expiration of the Initial Term or Renewal Term. Upon giving such notice, this Agreement shall terminate at the end of the then current term. Such notice of termination shall specify an address for delivery of the Stored Materials.

IV.2. TERMINATION - In the event of termination, all amounts due for services rendered to date and storage fees through the effective Initial or Renewal Term shall become due and payable in accordance with Schedule A. If, without notification of termination, substantially all of the Stored Items are withdrawn from storage, this withdrawal will be considered a Termination. On termination or expiration of this Agreement, Client shall promptly return any property belonging to Company (such as keys, containers, etc.) and Company shall remove and deliver all Stored Material and other property in Company's possession or Premises, at Client's expense, to Client at Client's designated address.

V. DEFAULT

V.1. The occurrence of any one or more of the following events shall constitute Events of Default:

a. Failure to pay any sum due hereunder within thirty (30) days of invoice date; or

b. Breach of any provisions of this Agreement; or

c. Company's failure to deliver the services to Client as set forth herein; or

d. Either party becomes insolvent or files, or has filed against it, any proceeding in federal or state court seeking debtor relief.

V.2. Upon the occurrence of any of the Events of Default, Company, or Client as applicable, at their sole option, may exercise any or all of the following remedies:

a. Demand payment in advance by certified check, cashier's check, money order, or wire transfer prior to the performance of any services on behalf of the Client.

b. Upon 60 days' notice to Client, Company may demand in writing that Client pick up the Stored Material; or deliver the Stored Material to the Delivery Address, if none specified, to the Client Address.

c. Terminate this Agreement, whereupon Company or Client shall recover all damages suffered by reason of such termination, including reasonable attorneys' fees.

V.3. In the event Company or Client takes any action pursuant to this Section, it shall have no liability to Company or Client or anyone claiming through Client. The exercise by Company or Client of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Company or Client of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Company or Client, be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law. Company or Client shall be entitled to include all reasonable attorneys' fees and costs incurred in connection with the enforcement of this Agreement.

VI. OWNERSHIP WARRANTY - The Client warrants that it is the owner or legal custodian of the Stored Material, or otherwise has full authority to store or destroy said record material in accordance with the terms of this Agreement. Client shall reimburse Company

for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy or store such materials in the event of a dispute concerning the handling of the materials provided by Client to Company.

VII. INDEMNIFICATION - Unless caused by the negligence or intentional acts of the Company or its subcontractors, the Client agrees to fully indemnify and hold harmless the Company, its officers, employees and agents for any liability, cost or expense, including reasonable attorneys' fees, that the Company may suffer or incur as a result of claims, demands, costs or judgments against it arising out of its services under this Agreement.

VIII. RULES AND RESPONSIBILITIES

VIII.1. OPERATING PROCEDURES - The Client agrees to comply with the attached Schedule B-Standard Storage and Operating Procedures.

VIII.2. RIGHT TO RELY ON INSTRUCTIONS - Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Client's employees or any employee of Client's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.

VIII.3. COMPLIANCE WITH CONTRACTS, LAWS AND REGULATIONS - Client shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.

VIII.4. COOPERATION AND ASSISTANCE - Client shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Client's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.

VIII.5. DISALLOWED ITEMS - The Client shall not, at any time, store with the Company, any narcotics, materials considered to be highly flammable, explosive, toxic, radioactive, organic material which may attract vermin or insects, or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in an enclosed area. The Company reserves the right to open and inspect any record materials tendered from storage and refuse acceptance of any record materials which fail to comply with the Company's storage restrictions and guidelines. Client shall not store negotiable instruments, jewelry, check stock, ticket stock or other items which have intrinsic market value. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, Client agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense and further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.

VIII.6. MATERIAL VARIANCES TO DESCRIPTIONS - Itemized lists or descriptions of contents of materials submitted by the Client to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fess at the request of the Client.

VIII.7. ACCEPTANCE - In the absence of an executed Agreement, the act of tendering said material for storage and/or other services by Company constitute acceptance by Client to the terms, conditions and rates of this Agreement.

VIII.8. INVENTORY SHORTAGE - Unless the Company is contracted by the Client to inventory the contents of all materials stored, the Company shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods; and the Company shall not be liable for such loss unless the Client establishes such loss occurred because of the Company's failure to exercise the care required under Section III, above.

IX. CONFIDENTIALITY - The Company shall exercise the same degree of care in safeguarding Stored Material entrusted to it by

Client which a reasonable and careful Company would exercise with respect to similar records of its own provided; however, that liability of the Company to Client shall be limited as set forth in Section III above. Company shall not access Client's records without express authorization from an Authorized Representative. The Company may comply with any subpoena or similar order related to the stored records, provided that the Company notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. Client shall pay Company's reasonable charges, including attorneys' fees, for such compliance.

X. DISPUTE RESOLUTION - Should the parties be unable to resolve any differences resulting from the interpretation or administration or alleged breach by either party of this Agreement, or relating in any way to Stored Material, the same shall be finally resolved by binding arbitration within the City of Kennewick, Benton County, Washington, conducted by the American Arbitration Association before a panel of one arbitrator pursuant to the Commercial Arbitration Rules then in effect. Each party shall bear one-half (½) of the expense of the arbitrator. Each party shall bear its own expenses and attorneys' fees related to the arbitration. Any award or decision by the arbitrator(s) shall be final and binding between the parties and enforceable by any court of competent jurisdiction. During any arbitration proceedings, Company shall continue to provide Services, and Client shall continue to make payments to Company, in accordance with this Agreement. The fact that arbitration is or may be allowed shall not impair the exercise of any termination rights under this Agreement.

XI. MISCELLANEOUS

XI.1. ENTIRE AGREEMENT - This Agreement constitutes the entire agreement between Company and Client with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. This Agreement may be amended only by an amendment in writing signed by Client and Company. No waiver of any right or remedy shall be effective unless in writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. The term "Agreement" as used herein shall be deemed to include all such schedules. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires.

XI.2. BINDING NATURE AND ASSIGNMENT - This Agreement shall be binding on the parties and their respective successors and assigns. Company shall have the right of assignment to successor with one hundred eighty (180) days written notification to Client.

XI.3. INVALIDITY - Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision legal, valid and enforceable. This Agreement shall be constructed in accordance with the laws of Washington State without giving effect to its conflict of laws or principles. In addition, the Company shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in Washington State. All Schedules, if any, attached hereto are hereby incorporated by reference and made a part hereof.

XI.4. FORCE MAJEURE - Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.

XI.5. RELATIONSHIP OF PARTIES - Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, agency or fiduciary relationship between the parties hereto.

XI.6. EXCLUSIVITY - Client agrees to retain Company on an exclusive basis at all facilities covered by this Agreement for the term of this Agreement.

XI.7. NOTICES - All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be effective upon receipt unless mailed by certified or registered mail, in which event notices shall be deemed to have been received as of the third business day after the date of posting.

XI.8. PUBLIC RECORDS ACT - Company hereby acknowledges that the Client is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq*. Accordingly, Company understands that to the extent a proper request is made, the Client may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in Company's possession. This may include records that Company might regard as confidential or proprietary. To the extent that Company provides any records to the Client that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. Company also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of Client's release of records covered under the Public Records Act. Client agrees to take all reasonable steps to notify Company in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by Company as confidential or proprietary, so that Company may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by their duly constituted legal representatives as of the Effective Date first set forth above. Upon execution, this Agreement replaces any and all previous agreements between Client and Company for the same services.

Benton County
By
Shon Small, Benton County Commissioner

7122 West Okanogan Place, Building "A"
Street Address

Kennewick, WA 99336
City, State, Zip Code

3-15-2016
Date

CI Information Management
By
Jeff Thompson, Director of Operations

900 S. Dayton
Street Address

Kennewick, WA 99336
City, State, Zip Code

3-10-16
Date

X
Approve as to form
Ryan J. Lukson

CI Information Management and Document Destruction Fee Schedule

Schedule 'A'

Benton County Date 3-15-2016

ADF	Add Document to Existing File	$4.00	per occurance
ANF	Add New File to Existing Cont	$4.00	per occurance
ARI	Admin Removal/Deletion from Locator System	$2.50	per occurance
BX1	Purchase Std LLT Cont	$2.50	per occurance
CPY	Photocopy Per Page	$1.00	per occurance
CRF	Client Pick Up File/Tape 8a-5p	$10.00	per occurance
CTR	Client Pick-Up Cont 8a-5p	$10.00	per occurance
CVR	Client Viewing Room Rental (per hour)	$10.00	per occurance
DBS	Shredding Destruction (per cu ft)	$2.32	per occurance
DPL- ZONE 1	Del/Pick Up Lrg Truck (71-480 cf)	$100.00	per occurance
DPL- ZONE 2	Del/Pick Up Lrg Truck (71-480 cf)	$200.00	per occurance
DPL- ZONE 3	Del/Pick Up Lrg Truck (71-480 cf)	$275.00	per occurance
DPL- ZONE 4	Del/Pick Up Lrg Truck (71-480 cf)	$375.00	per occurance
DPL- ZONE 5	Del/Pick Up Lrg Truck (71-480 cf)	$475.00	per occurance
DST	Retrieval of Cont. for Certified Dest.(per cu ft)	$2.92	per occurance
FAX	Facsimile Per Page	$1.00	per occurance
FFC	File Found In Chart	$1.00	per occurance
FNF	File Not Found	$3.50	per occurance
FRC	File Retrieval	$3.00	per occurance
IBI	Initial Box Intake/Data Entry (per cu ft)	$2.08	per occurance
IF1	Index File 1-3 Fields	$0.50	per occurance
IF2	Index File 4-6 Fields	$0.75	per occurance
IF3	Index File 7+ Fields	$1.00	per occurance
LID	Replace Unstable Lid	$1.50	per occurance
MIN	Stg Cont- Min Monthly	$25.00	per occurance
MLR	Misc Labor Charge/ Hr	$40.00	per occurance
OSB	Convert Open Shelf Files to Boxes (+carton)	$3.00	per occurance
PRF	Perm Remove File to Client	$4.00	per occurance
PRM	Perm Remove Container (per cu ft)	$2.92	per occurance
PRR	RUSH Perm Remove File (Within Normal Business Hours)	$8.00	per occurance
RBA	Cont Retrieval EMERGENCY AFTER HOURS (per cu ft)	$22.92	per occurance
RBR	RUSH Cont Retrieval 8a-5p (per cu ft) (Within Normal Business Hours)	$3.75	per occurance
RFA	File Retrieval EMERGENCY AFTER HOURS	$70.00	per occurance
RFR	RUSH File Retrieval 8a-5p	$8.00	per occurance
RFX	RUSH Fax per page (Within Normal Business Hours)	$2.00	per occurance
RNF	RUSH File Not Found (Within Normal Business Hours)	$11.00	per occurance
ROD	RUSH Scan on Demand per page ($18 minimum up to 100 pgs- then $0.18 a page)	$0.18	per occurance
RTF	File Refiled	$4.00	per occurance
RTN	Container Returned to Shelf (per cu ft)	$2.08	per occurance
RUC	Repack Unstable Cont (+ carton cost)	$6.00	per occurance
SCR	Stnd Cont Retrieval (per cu ft)	$2.08	per occurance
SOD	Scan on Demand per page ($12 minimum up to 100 pgs- then $ 0.12 a page)	$0.12	per occurance
SR1	Stg Cont- Std (1.2 cu ft)	$0.35	monthly
SR2	Stg Cont - LLT (2.4 cu ft)	$0.35	monthly
SR3	Stg Cont -Legal (3.6 cu ft)	$0.35	monthly
SR6	Stg Cont - Odd Size/Quote (cu.ft.) (get measurements)		monthly
SSF	Special Shipping Fee (+ postage)	$5.00	per occurance
SSR	Search Fee-Per Special Request	$9.00	per occurance

CI Information Management and Document Destruction Fee Schedule

Schedule 'A'

Benton County Date 3-15-2016

STR	Staircase Charge per Trip with 1.2 cu ft box	$1.00	per occurance
TFS	Fuel Surcharge	$1.20	per occurance
TR1	Handling Each Add'l Item (files each) (boxes by cu ft)	$1.25	per occurance
TR2	Handling Each Add'l Item (each 2.4 cu ft container)	$2.50	per occurance
TR3	Handling Each Add'l Item (each 3.6 cu ft container)	$3.75	per occurance
TRA- ZONE 1	EMERGENCY AFTER HOURS Trip Charge	$125.00	per occurance
TRA- ZONE 2	EMERGENCY AFTER HOURS Trip Charge	$250.00	per occurance
TRA- ZONE 3	EMERGENCY AFTER HOURS Trip Charge	$375.00	per occurance
TRA- ZONE 4	EMERGENCY AFTER HOURS Trip Charge	$525.00	per occurance
TRA- ZONE 5	EMERGENCY AFTER HOURS Trip Charge	$650.00	per occurance
TRO- ZONE 1	Trip Charge Standard (0-70 CF)	$19.00	per occurance
TRO- ZONE 2	Trip Charge Standard (0-70 CF)	$55.00	per occurance
TRO- ZONE 3	Trip Charge Standard (0-70 CF)	$85.00	per occurance
TRO- ZONE 4	Trip Charge Standard (0-70 CF)	$125.00	per occurance
TRO- ZONE 5	Trip Charge Standard (0-70 CF)	$175.00	per occurance
TRR- ZONE 1	RUSH Trip Charge w/in 3 hrs -Normal business hours	$29.00	per occurance
TRR- ZONE 2	RUSH Trip Charge w/in 3 hrs -Normal business hours	$97.00	per occurance
TRR- ZONE 3	RUSH Trip Charge w/in 3 hrs -Normal business hours	$145.00	per occurance
TRR- ZONE 4	RUSH Trip Charge w/in 3 hrs -Normal business hours	$245.00	per occurance
TRR- ZONE 5	RUSH Trip Charge w/in 3 hrs -Normal business hours	$325.00	per occurance
TRX	Trip No Charge	$0.00	per occurance
VAD	Verify & Auth for Cert Destruction	$1.25	per occurance

Burbank	Benton City	Boardman	Pendleton	Wenatchee
Finley	Hermiston	Grandview	Selah	Ellensburg
Kennewick	Lowden	Granger	Toppenish	Leavenworth
Pasco	Prosser	Milton-Freewater	Yakima	
Richland	Touchet	Sunnyside		
West Richland	Umatilla	Walla Walla		
		Wapato		

CI Information Management
586-6090 ext 400 396-7551 fax

Benton County

Schedule 'B' - Standard Storage and Operating Procedures

OBJECTIVE:
The purpose of this document is to provide both parties with a set of procedures and rules for our mutually successful partnership. These procedures are intended to allow us to manage the day-to-day workflow in an efficient manner so that we may provide superior customer service at a reasonable price. The ordering/authorization procedures are required as part of our commitment to manage your vital records with the highest levels of security.

OPERATING HOURS:
1. Regular operating hours are 8:00 AM to 4:30 PM Monday through Friday.
2. Holidays are: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, and Christmas Day.
3. All orders requiring retrieval and/or delivery outside of regular operating hours are subject to After Hours retrieval and/or delivery charges.

REGULAR ORDERS:
1. Orders placed before 10:00 am will generally be delivered the next business day.

RUSH ORDERS:
1. RUSH retrievals/deliveries will be delivered within three Operating Hours, and will be charged at RUSH retrieval and delivery rates.
2. RUSH requests that cause the 3-hour delivery window to fall outside of normal operating hours will be charged the After Hours rates.

ORDERING:
1. Faxed requests on CIIM forms are preferred, with full details of material being requested, including container name and number or CIIM's Barcode Number as provided in your regular reports. Requests must be signed by an Authorized Individual, with the specified delivery address that has been designated by an Authorized Management Representative.
2. Telephoned requests must be followed by a faxed request, thereby generating an acceptable audit trail, preferably on an CIIM Form, if a CIIM form is not available, then faxes must be sent on company letterhead or company fax form, with all required information.
3. All RUSH requests must be made by an Authorized Individual by a telephone call, relating what material is being requested to assure timely receipt of the request. A confirming fax must be sent for all RUSH requests.

AUTHORIZATIONS:
1. Orders will be processed only if requested by a Management Authorized Individual.
2. Items will only be delivered to an authorized location, and delivery receipts being signed by a Management Authorized Individual.
3. Exceptions to the authorized list will only be made with a written request on company letterhead, and signed by an Authorized Management Individual.

STORAGE CHARGES:
1. Odd sized items (other than the standard record storage cartons) will be charged based on volume of cubic feet displacement in the storage facility, or by the linear foot.
2. Unstable Record Storage Cartons will be repacked at Client expense, at the current rate for Repacking an Unstable Container.

All files retrieved from inside cartons will be indexed by CIIM at the then current indexing fee.
Media Tapes will be retrieved from inside containers only if CIIM has previously indexed the tapes in the container.

Any exceptions to these rules and procedures shall be noted below and signed by the same individual that signed the *Information Management Agreement.*

Signature of Client	Date	Signature of CI Information Management
	3-15-2016	

Benton County

Schedule 'C' - Fair and Accurate Credit Transactions Act ("FACT Act" or "FACTA") Affidavit

This affidavit is designed to facilitate compliance with the rule of the Federal Trade Commission, "Disposal of Consumer Report Information and Records" (16 CFR Part 682), hereinafter referred to as the "FTC Disposal Rule". The initial FTC Disposal Rule is attached as an appendix to this affidavit. Any future amendments to this rule's duties and obligations are automatically incorporated in the definition of "FTC's Disposal Rule". The FTC Disposal Rule was promulgated pursuant to the FACT Act, and it sets for the standard for proper disposal as follows:

"Any person who maintains or otherwise possesses consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal." 16 CFR § 682.3(a)

"'Consumer information' means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data." 16 CFR § 682.1(b)

In signing this attachment to the Service Agreement, Benton County ("THE CLIENT") acknowledges that *CI Information Management* ("THE COMPANY") has made THE CLIENT aware of its obligation to properly dispose of "consumer information".

In order to facilitate compliance with the FACT Act, THE CLIENT hereby certifies that its records and information materials provided to THE COMPANY for offsite information management on March 9, 2016[date] ("Stored Material") comply with one of the following conditions indicated below:

____ I hereby certify that **NO** Stored Material contains any "consumer information" as defined in 16 CFR § 682.1(b).

____ I hereby certify that **all** Stored Material which contains "consumer information" as defined in 16 CFR § 682.1(b) has been identified clearly. **THE CLIENT** further directs THE COMPANY to facilitate proper disposal of all identified "consumer information" at its final disposition date, in accordance with the FTC Disposal Rule.

X I hereby certify that, because it is not known whether all Stored Material does or does not contain "consumer information" as defined by 16 CFR § 682.1(b), **THE CLIENT** directs THE COMPANY to facilitate proper disposal of all information owned by **THE CLIENT** for which THE COMPANY is custodian at its final disposition date, in accordance with the FTC Disposal Rule.

I, the undersigned, certify that I have read the information contained in this Addendum to the Service Agreement and have informed THE COMPANY of the true condition of the records owned by **THE CLIENT**.

Representing **THE CLIENT**,

Name (Signature)	Title
Name (Print)	Date

Appendix

16 CFR Part 682—Disposal of Consumer Report Information and Records

§ 682.1 Definitions.

(a) In general. Except as modified by this part or unless the context otherwise requires, the terms used in this part have the same meaning as set forth in the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq.

(b) "Consumer information" means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data.

(c) "Dispose", "disposing", or "disposal" means:

(1) The discarding or abandonment of consumer information, or

(2) The sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored.

§ 682.2 Purpose and scope.

(a) Purpose. This part ("rule") implements section 216 of the Fair and Accurate Credit Transactions Act of 2003, which is designed to reduce the risk of consumer fraud and related harms, including identity theft, created by improper disposal of consumer information.

(b) Scope. This rule applies to any person over which the Federal Trade Commission has jurisdiction, that, for a business purpose, maintains or otherwise possesses consumer information.

§ 682.3 Proper disposal of consumer information.

(a) Standard. Any person who maintains or otherwise possesses consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.

(b) Examples. Reasonable measures to protect against unauthorized access to or use of consumer information in connection with its disposal include the following examples. These examples are illustrative only and are not exclusive or exhaustive methods for complying with the rule in this part.

(1) Implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed.

(2) Implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed.

(3) After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with this rule. In this context, due diligence could include reviewing an independent audit of the disposal company's operations and/or its compliance with this rule, obtaining information about the disposal company from several references or other reliable sources, requiring that the disposal company be certified by a recognized trade association or similar third party, reviewing and evaluating the disposal company's information security policies or procedures, or taking other appropriate measures to determine the competency and integrity of the potential disposal company.

(4) For persons or entities who maintain or otherwise possess consumer information through their provision of services directly to a person subject to this part, implementing and monitoring compliance with policies and procedures that protect against unauthorized or unintentional disposal of consumer information, and disposing of such information in accordance with examples (b)(1) and (2) of this section.

(5) For persons subject to the Gramm-Leach-Bliley Act, 15 U.S.C. 6081 et seq., and the Federal Trade Commission's Standards for Safeguarding Customer Information, 16 CFR part 314 ("Safeguards Rule"), incorporating the proper disposal of consumer information as required by this rule into the information security program required by the Safeguards Rule.

§ 682.4 Relation to other laws.

Nothing in the rule in this part shall be construed:

(a) To require a person to maintain or destroy any record pertaining to a consumer that is not imposed under other law; or

(b) To alter or affect any requirement imposed under any other provision of law to maintain or destroy such a record.

§ 682.5 Effective date.

The rule in this part is effective on June 1, 2005.

Benton County

Schedule 'E' – Business Associate Addendum to Records Storage and Service Agreement – "HIPAA"

This Addendum to Records Storage and Service Agreement ("Addendum") dated 3-15-16 is made a part of the Records Storage and Service Agreement, including the Schedules (exhibits) thereto, between CI Information Management and **Benton County**, dated 3-15-16 ("Agreement"). Any inconsistency between the Agreement and this Addendum shall be governed by this Addendum.

Section I. Definitions

a. Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402.

b. Business Associate. "Business Associate" shall mean CI Information Management

c. Covered Entity "Covered Entity" shall mean **Benton County**

d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

f. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

i. Security Rule. 'Security Rule' shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part164, subparts A and C).

j. Storage and Service Agreement. Prior agreement signed between Covered Entity and Business Associate in which the Business Associate regularly Uses and/or Discloses protected health information in its performance of services for the Covered Entity.

k. Unsecured Protected Health Information. "*Unsecured Protected Health Information*" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the Use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Public Law 111–5 .

Capitalized terms Used but not otherwise defined in this Agreement shall have the same meaning as ascribed to those terms in 45 *CFR* Parts 160 and 164.

Section II. Obligations and Activities of Business Associate

a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by this Agreement, the Records Storage and Service Agreement and the HITECH Act, or as Required By Law. Business Associate may Use and Disclose Covered Entity's PHI only if such Use or disclosure is in compliance with each applicable requirement of the Privacy Rule's Business Associate Contract standard [sec. 164.504(e)].

b. Business Associate agrees to Use appropriate safeguards to prevent Use or Disclosure of the Protected Health Information other than as provided for by this Agreement or the Record Storage and Service Agreement or to carry out other legal responsibilities of Business Associate.

c. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Privacy Rule, Security Rule, and HITECH Act.

d. Business Associate recognizes that, as of February 18, 2010, the administrative, physical, and technical standards and implementation specifications of the Security Rule apply to Business Associate in the same manner that they apply to Covered Entity.

e. Business Associate agrees to report to Covered Entity any Use or Disclosure of the Protected Health Information not provided for by this Agreement or the Records Storage and Service Agreement of which it becomes aware. Such notice shall be given promptly, and in any event within the timeframe required by 45 CFR 164.410.

f. Business Associate shall, following the discovery of a Breach, notify the Covered Entity of such breach promptly and in any event within sixty (60) days after the Breach was discovered or should have been discovered. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or Disclosed during such breach if Business Associate knows such information.

g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same privacy and security restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

h. If PHI is in a Designated Records Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner agreed by both parties, to Protected Health Information in such Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

i. If PHI is in a Designated Records Set, Business Associate agrees to make any amendment(s) to Protected Health Information in such Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed by both parties.

j. Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act. Business Associate agrees to provide to Covered Entity, in time and manner consistent with terms in the Records Storage and Service Agreement, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act.

k. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner consistent with the terms of the Records Storage and Service Agreement or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule, Security Rule, or the HITECH Act.

l. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner consistent with the terms and conditions of the Records Storage and Service Agreement, information collected in accordance with Section II. of this Agreement, to permit Covered Entity to respond to a request by an

Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

Section III. Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions

a. Services

Business Associate provides services for Covered Entity that involve the Use and Disclosure of Protected Health Information, which services are described in the Storage and Services Agreement. Except as otherwise specified herein, the Business Associate may make any and all Uses of Protected Health Information necessary to perform its obligations as set forth in the Records Storage and Service Agreement . Additionally, Business Associate may Disclose Protected Health Information for the purposes authorized by this Agreement only (a) to its employees, subcontractors and agents, in accordance with Section I-VI, or (b) as directed by the Covered Entity, if such Use or Disclosure of Protected Health Information would not violate the Privacy Rule or HITECH Act

Section IV. Specific Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

a. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

b. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

Section V. Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or disclosure of Protected Health Information.

c. Covered Entity will not ask the Business Associate to undertake any acts inconsistent with the Security Rule, the Privacy Rule or the HITECH Act.

d. Covered Entity agrees to provide Business Associate with information about Disclosures requested by individuals.

e. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, and the HITECH Act to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

Section VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Security Rule, Privacy Rule or the HITECH Act if done by Covered Entity unless these activities are permitted under Section IV. of this Agreement. Covered Entity shall reimburse Business Associate for any damages, costs, fines or penalties incurred by reason of actions taken by Business Associate pursuant to Covered Entity instructions that are in breach of this provision.

Section VII. Term and Termination

a. Term. The Term, Termination and Effects of Termination of this Agreement shall be the same as the terms and conditions identified in the Records Storage and Service Agreement. The obligations of Business Associate shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in the Records Storage and Service Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall first:

    1. Provide a reasonable opportunity, in no case less than 60 days, for Business Associate to cure the breach or, at the discretion of Business Associate, end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity and by this section;
    2. Immediately terminate this Agreement, subject to the remainder of the terms of the Records Storage and Service Agreement, if Business Associate has breached a material term of this Agreement and cure is not possible; or
    3. If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

    1. Except as provided in the Records Storage and Service Agreement and paragraph (2) of this section, upon termination of this Agreement in accordance with the provisions of this agreement and the Records Storage and Service Agreement, Business Associate shall return all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
    2. In the event that Business Associate determines that returning the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make returning infeasible. Upon the Covered Entity's acceptance that returning of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return infeasible, for so long as Business Associate maintains such Protected Health Information. Business Associate shall be entitled to compensation for continued maintenance of Protected Health Information as provided for in Schedule B of the Records Storage and Service Agreement.

Miscellaneous

a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and regulations issued thereunder, unless such requirements would be not commercially reasonable or would cause a Party to be out of compliance with its legal obligations..

c. Survival. The respective rights and obligations of Business Associate under Section 7. Term of this Agreement shall survive the termination of this Agreement.

d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the HITECH Act.

Signature:	Signature:
Name: Shon Small	Name: Jeff Thompson
Title: Commissioner	Title: Director of Operations
Date: 2-15-2016	Date: 3-10-16

Cami McKenzie

From: Josie Delvin
Sent: Friday, March 01, 2019 8:37 AM
To: Cami McKenzie
Subject: Fw: contact
Attachments: CI resolution 2019-151.pdf

Cami:

Here is the mail string from CI

Thank you
Josie Delvin
Benton County Clerk

From: Josie Delvin
Sent: Thursday, February 28, 2019 1:28:09 PM
To: Jeff Thompson
Subject: RE: contact

Jeff:

I have attached the resolution extending for another year until 3/15/2020. I have to do them in 1 year increments.

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

CONFIDENTIALITY NOTICE: This electronic mail transmission may contain legally privileged, confidential information. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any action based on the contents of this electronic mail is strictly prohibited. If you received this in error, please contact the sender and delete all copies.

From: Jeff Thompson <jefft@columbiaindustries.com>
Sent: Wednesday, January 9, 2019 3:34 PM
To: Loretta SmithKelty <Loretta.SmithKelty@co.benton.wa.us>
Cc: Josie Delvin <Josie.Delvin@co.benton.wa.us>
Subject: RE: contact

Just curious, any word on the 3 year resolution?

Jeff Thompson | *Director of Operations and Business Development*
(O) 509.582.4142 x116 | (C) 509.948.8210
900 S. Dayton Street | Kennewick, WA | 99336



Columbia Industries Website | Facebook

Columbia Industries supports and empowers people with disabilities and other barriers, helping them achieve personal success and community engagement. We champion the development of essential vocational and life skills, meaningful social involvement and access to critical resources.

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From: Loretta SmithKelty <Loretta.SmithKelty@co.benton.wa.us>
Sent: Monday, November 26, 2018 11:43 AM
To: Jeff Thompson <jefft@columbiaindustries.com>
Cc: Josie Delvin <Josie.Delvin@co.benton.wa.us>
Subject: RE: contact

Jeff: just reviewed the resolution language and Benton County will need to draft another resolution for BOCC signature for the next 3 years. This is an internal process nothing is required on your part. Once signed I will send you an electronic version for your files.

Thanks for bringing this to my attention.
Loretta

From: Jeff Thompson <jefft@columbiaindustries.com>
Sent: Monday, November 26, 2018 11:26 AM
To: Loretta SmithKelty <Loretta.SmithKelty@co.benton.wa.us>
Subject: contact

Jeff Thompson | *Director of Operations and Business Development*
(O) 509.582.4142 x116 | (C) 509.948.8210
900 S. Dayton Street | Kennewick, WA | 99336



Columbia Industries Website | Facebook

Columbia Industries supports and empowers people with disabilities and other barriers, helping them achieve personal success and community engagement. We champion the development of essential vocational and life skills, meaningful social involvement and access to critical resources.

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

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

March 10, 2020

Mr. Jared Lembcke
1409 N Pittsburgh St., Suite A
Kennewick, WA 99336
Email: 139@fastsigns.com

RE: Personal Service Contract between Benton County and Signs & Wonders Inc., dba/FASTSIGNS - Resolution 2018-184 & Resolution 2019-912

Dear Jared Lembcke:

Benton County received notice that Signs & Wonders Inc., dba/FASTSIGNS has sold the FASTSIGNS franchise business to Brad & Yvette Sanders. The purpose of this letter is to advise you that pursuant to Section 10.a. of the above referenced Contract, the County is consenting to the terms and conditions of our Contract being assigned to HIS DIME, LLC / dba FASTSIGNS.

Section 10.a states:

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.

Thank you for your attention to this matter.

Sincerely,

BENTON COUNTY BOARD OF COMMISSIONERS

Jim Beaver, Chairman
Benton County Commissioner

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

C. McKenzie

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities

Dept Nbr: 110

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518-301	4103	Professional Services	$3,000	518-301	9802	ER&R Vehicle Maint.	$3,000
523-500	4102	Contract Sevices	$2,500	523-500	9802	ER&R Vehicle Maint.	$2,500
TOTAL			$5,500	TOTAL			$5,500

Explanation:

Transfer needed to pay for vehicle maintenance not originally budgeted.

Prepared by: Cami McKenzie

Date: 24-Feb-2020

Approved ❑

Denied ❑

Date: 3/10/2020

Chairman

Member

Member

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 03/10/2020	Execute Contract ____	Consent Agenda X
Subject: Authorization for payment to Access Unlimited and Security	Pass Resolution X	Public Hearing ____
	Pass Ordinance ____	1st Discussion ____
	Pass Motion ____	2nd Discussion ____
Prepared by: dcw	Other ____	Other ____
Reviewed by: RLB		

BACKGROUND INFORMATION

The Benton County Justice Center has been using an access control system with key cards to electronically unlock doors for quite some time now. This is a great benefit to help control keys that are issued and to track personnel as they access doors. Recently, a similar system was expanded to the Wiser Road Shop and Public Services Building. This system is separate from the Justice Center and Jail system for security purposes. This separate system allows managers to grant access to facilities, control access times, monitor when doors are accessed, without needing to issue keys.

It is desired to expand this new system to the Prosser Courthouse and other buildings, along with the new Administrative building when it is completed.

Quotes for the door controllers and power supply boxes were solicited and received from three responsible vendors. The purchase of the controllers, power supply boxes and 2 additional power supply boxes for future expansion, at a cost of $477.60, were made in order to expedite installation and security of the door control system.

Equipment was purchased for the Courthouse project and this purchase exceeded $5,000.00, requiring a resolution to authorize payment.

SUMMARY

Quotes were solicited from three venders to supply the door controller hardware for the Prosser Courthouse and Access Unlimited and Security was the low bidder.

RECOMMENDATION

Authorize the Board to sign the resolution to authorize payment to Access Unlimited and Security, Inc. of Spokane, Washington, for the purchase of security system hardware, in the amount of $6,084.20 plus WSST.

FISCAL IMPACT

Purchase of $6,084.20 plus Washington State Sales Tax from the Facilities Budget.

MOTION

Approve on Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PAYMENT TO ACCESS UNLIMITED & SECURITY, INC FOR PURCHASE OF SECURITY SYSTEM HARDWARE

WHEREAS, the Facilities Department has been asked to provide automatic locking and unlocking doors at the Prosser Courthouse that will be an extension of an access control system installed in other County buildings; and

WHEREAS, this system will provide a higher level of security for the Prosser Courthouse; and

WHEREAS, quotes for the door controllers and power supply boxes were solicited and received from three responsible vendors:

1.	Access Unlimited and Security	UBI # 602281798	$5,571.60 plus WSST
2.	SecurePro Technologies	UBI # 602321851	$8,061.00 plus WSST
3.	Integrated Security Solutions	UBI # 602451854	$5,875.50 plus WSST

WHEREAS, the purchase of the controllers, power supply boxes and 2 additional power supply boxes for future expansion, at a cost of $477.60, were made in order to expedite installation and security of the door control system; and

WHEREAS, the Facilities Manager recommends authorizing payment to Access Unlimited & Security, Inc, in the amount of $6,084.20 plus WSST; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the payment to Access Unlimited & Security, Inc of Spokane, WA in the amount not to exceed $6,084.20, plus WSST.

Dated this 10th day of March 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig: Facilities

D. Waggoner

Access Unlimited and Security, Inc.
2615 N Cincinnati
Spokane, WA 99207
Phone: 509-241-0563
Fax: 509-241-0462

ACCESS UNLIMITED &Security Inc

ESTIMATE

Estimate #:	7346
Estimate Date:	10/10/2019
Estimate Exp:	11/9/2019
Sales Rep:	Chad Eckberg

PREPARED FOR

Benton County
Dan Waggoner
7122 W. Okanogan Place
Kennewick, WA 99336

PROPOSAL ITEMS

Description	QTY	Unit Price	Amount	
iSTAR Edge, 4-Reader, with Enclosure and RMs 64 MB RAM, supports four readers, with enclosure and two RM-4 modules, 12/24VDC input (see note below regarding PoE)	2.0	$1,210.00	$2,420.00	T
RM-DCM-CAN - Software house can for two I8 or R8 boards	2.0	$122.00	$244.00	T
Power Supply/Charger. 12VDC or 24VDC @ 6A. AC and battery monitoring, non-power limited output.	~~4.0~~ 2.0	$238.80	$955.20 ~~$477.60~~	T
ISTAR Ultra, 16 Reader in wall mount enclosure GCM, 2 ACMs in wall mount enclosure. No PSU, requires 12 VDC input. Supports up to 32 readers with addition of Aperio wireless locks	1.0	$4,850.00	$4,850.00	T
Shipping Costs TBD.	1.0	$0.00	$0.00	T
		Subtotal	**$8,469.20**	
		Amount Taxable	$8,469.20	
		Tax 8.6000%	$728.35	
		Total	**$9,197.55**	

Estimate Terms & Conditions

Scope of work:

Contract Terms & Conditions Agreement:

This Agreement shall commence on the "Estimate Date:" stated above, and shall remain in effect until all obligations under this Agreement have been properly completed. All Clients agree to the following terms:

Expenses Reasonable and necessary business and travel expenses incurred by Access Unlimited & Security, Inc. shall be reimbursed by Client upon submission of expense reports with back-up documentation, except that no travel expenses shall apply for assignments within a 10-mile radius of downtown Spokane, Washington. All such expenses in excess of $50 and associated travel plans must be approved in advance by Client.

Payment Access Unlimited & Security, Inc. shall provide detailed invoices and shall maintain, and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. Client shall make full payment for services within fifteen days of invoice. Payments not made by the 30th day will be considered delinquent and will be subject to a 1% per month charge (12% per year). Returned checks will be charged a fee of $30.00. If Access Unlimited & Security, Inc. brings a legal action to collect any sums due under this Agreement, Access Unlimited & Security, Inc. shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees. All amounts are stated in US Dollars.

Warranties Access Unlimited & Security, Inc. represents and warrants to the undersigned:
1. It has the experience and ability to perform the services required by this Agreement;
2. That it will perform said services in a professional, competent and timely manner;
3. That its performance of this Agreement shall not infringe upon or violate the rights of any party, or violate any federal, state or municipal laws.
Provided however, Access Unlimited & Security, Inc. shall retain exclusive control as to the general procedures and formats necessary in order for Access Unlimited & Security, Inc. to provide the services in this Agreement to the Client's satisfaction.

Confidentiality Access Unlimited & Security, Inc. recognizes and acknowledges that this Agreement creates a confidential relationship between Access Unlimited & Security, Inc. and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

Non-Disclosure Access Unlimited & Security, Inc. agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement if requested by Client, Access Unlimited & Security, Inc. will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. Access Unlimited & Security, Inc. further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement. However, Access Unlimited & Security, Inc. will not be held liable for any damages inferred or incurred from disclosure of Confidential Information, accidental or otherwise.

Grant Access Unlimited & Security, Inc. agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client's prior written consent. Any rights granted to Access Unlimited & Security, Inc. under this Agreement shall not affect Client's exclusive ownership of the work product.

Governing Law This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The Client agrees that venue shall be, at the election of Access Unlimited & Security, Inc., in the Spokane County Superior Court, Washington. The Client hereby consents to the jurisdiction of the Courts of the State of Washington in any matter pertaining to, or arising out of, this Agreement, or any other jurisdiction as dictated by Access Unlimited & Security, Inc.

Lawful Use of Services All services provided to Client by Access Unlimited & Security, Inc. Services may be used only for lawful purposes. Any use of these services for illegal or unlawful purposes shall be in violation of this agreement. Service will be terminated and all fees paid by Client will be forfeited in the event of any breach of these Terms and Conditions.

Entire Agreement and Notice This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Client may terminate services for whatever reason, but will be responsible for costs within the current service period and must give 30 days notice.

Authorized Signatures:

Total Due at Contract Signing: $_____

Additional Terms: *100 % of hardware due upon signing of contract with remainder due upon completion of contract terms. Calculation of down will be based on estimation of work to be done. Cancellation by customers shall result in a forfeiture of deposit.*

BY:_____
TITLE:_____
SIGNATURE: _____
DATE:_____

BY:_____
TITLE:_____
SIGNATURE: _____
DATE: _____

SECUREPRO TECHNOLOGIES, LLC.
SECURING BUSINESS & INDUSTRY

P O Box 478
Corbett, OR 97019
(503) 674-2613 - Main Sales Office
(503) 491-4593 - Main Sales Fax
sales@secureprotech.com
EIN: 26-0069820

Equipment Quotation for: Benton County

Location Name:

Location City: Kennewick **State** WA **Bldg/Store#**

Item Code	Item Description	Qty	Each	Total
ESTAR004-RM	ISTAR EDGE 4 DOOR CONTROLLER	2	$2,032.00	$4,064.00
USTAR016	ISTAR ULTRA DOOR CONTROLLER 16 DR	1	$6,981.00	$6,981.00
RM-DCM-CAN	RM-DCM-CAN BOXES	2	$170.00	$340.00
AL600ULACMCB	ALTRONIX POWER SUPPLY 6 AMP 12/24DC	2	$370.00	$740.00
				$0.00
SHIPPING		1	$35.00	$35.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

This Proposal includes savings of more than $

Quote Valid for 30 Days from Date on Quote. Freight not included in totals.

Total Equipment Quotation:	$12,160.00
Installation:	
Quotation Total:	**$12,160.00**

Integrated Security Solutions, Inc.
108 Cooperative Way
Kalispell, MT 59901

Quote

Date	Estimate
10/10/2019	2019-321

Name / Address
Benton County Facilites Department 7122 W Okanogan PL, Bldg A Kennewick, WA 99336

IAW FAR Part 29-302, the US Government shall prepare and provide an SF Form 1094 to provide to the vendors that will be selling equipment specifically related to this contract/project. In the event that the US Government does not provide the SF Form 1094, they would be subject be responsible for any taxes the vendors impose upon the contractor.

Project	Quote Expires 45 days

Description	Qty	Cost	Total
ESTAR004-RM Controller, iSTAR Edge Series, w/ Enclosure, Supports (4) Readers, (2) Pre-Mounted RM-4 Modules, 64 MB RAM, 12/24 VDC Input	2	1,490.72	2,981.44
USTAR016 iSTAR Ultra, 16-Reader, in Wall Mount Enclosure GCM, 2 ACMs in wall-mount enclosure. No psu, requires 12VDC input. Supports up to 32 readers with addition of Aperio or Schlage wireless locks, or IP-ACMs	1	5,143.60	5,143.60
RM-DCM-CAN Enclosure for Two RM-4E and Up to Two I8 or Two R8 Boards 356x305x89 mm (14x12x3.5 in) UL Listed. With lock and tamper switch	2	135.52	271.04
AL600ULACM Altronix AL600ULACM converts a 115VAC 60Hz input into eight (8) independently controlled 12VDC or 24VDC Fail-Safe and/or Fail-Secure outputs with a total of 6A continuous supply current.	2	230.43	460.86

Total $8,856.94

Thank you for your business.

Phone #	Fax #	E-mail	Web Site
406-755-2504	406-755-2506	purchasing@mtiss.com	www.mtiss.com

INVOICE

Please remit payment to:

Access Unlimited & Security, Inc
2615 N Cincinnati Ave, Suite 101
Spokane, WA 99207

Date	Invoice #
12/3/2019	15090

Bill To:	Scope of Work:
Benton County Attn: Dan Waggoner 7122 W. Okanogan Place Kennewick, WA 99336	Requested by Dan Waggoner: Prosser - parts only

P.O. Number	Terms	Project
DW11252019	Net 30	WO12058 122019

Quantity/# Hrs	Job/Parts Description	Rate	Amount
2	Software house can for two I8 or R8 boards	122.00	244.00T
4	power supply/charger	238.80	955.20T
1	iSTAR ultra, 16 reader in wall mount enclosure GCM	4,850.00	4,850.00T
	Shipping	35.00	35.00T

Finance Charges of 1.5% per month will be applied to the total balance 15 days after the terms agreement.

Subtotal	$6,084.20
Sales Tax (8.6%)	$523.24
Total	$6,607.44

Phone # 509-241-0563 Fax # 509-241-0462

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN FAIRGROUNDS OPERATING FUND NUMBER 0124101, 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 (A. Coverdell) C. McKenzie

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Fairgrounds Operating | Fund Nbr: 0124101

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
575-400	4103	Professional Services	$183	575-400	9103	ER&R Fund Services	$183
TOTAL			$183	TOTAL			$183

Explanation:

Transfer needed to pay for auction services not originally included in the budget.

Prepared by: Cami McKenzie | Date: 19-Feb-2020

Approved ❑ | Denied ❑ | Date: 3/10/2020

Chairman

Member

Member

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	March 10, 2019	Execute Contract	___	Consent Agenda	X
Subject:	Authorize purchase of Dell Laptop for the Treasurer Department	Pass Resolution	X	Public Hearing	___
		Pass Ordinance	___	1st Discussion	___
By:	Robert Heard	Pass Motion	___	2nd Discussion	___
Reviewed By:	Linda Ivey/Jennifer Bowe	Other	___	Other	___

BACKGROUND INFORMATION

Treasurer's department has requested a Dell latitude laptop for one of their employees. The Dell laptop would be used to provide secure remote access to county network resources for both administrative and public Treasurer services. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

SUMMARY

Information Technology researched and recommends the purchase of one Dell Latitude Laptop for the Treasurer Department.

RECOMMENDATION

Recommend the Board of Benton County Commissioners approve the purchase of one Dell Latitude laptop for the Treasurer Department in an amount not to exceed $1,955.87 excluding Washington State Sales Tax.

FISCAL IMPACT

None. Treasurer has submitted a Line Item Transfer to cover all costs within budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE DELL LATITUDE LAPTOP FOR THE TREASURER DEPARTMENT FROM DELL PREMIER

WHEREAS, Treasurer has requested one Dell Latitude laptop for their department to provide an employee with secure remote access to County network resources; and

WHEREAS, Section 2.6 of the Computer Replacement policy requires all new computer equipment over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners before purchasing; and

WHEREAS, Information Technology has selected Dell workstations and peripherals as a standard for Benton County; and

WHEREAS, a quote was created utilizing Dell Premier and Washington State Contract #05815-003 NASPO ValuePoint master contract pricing; and

WHEREAS, funds were included in the Treasurer's 2019-2020 biennial budget; and

WHEREAS, the Treasurer has approved specifications for one Dell Latitude laptop as recommended by Information Technology; and NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's selection and approves the purchase of one Dell Latitude laptop in an amount not to exceed $1,955.87 excluding Washington State Sales from Dell Premier which will be paid for by Treasurer department funds.

Dated this _____ day of _____ , _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Treasurer

Prepared by: R. Heard

DELL eQuote

Savings	$920.41
Subtotal (1)	**$1,955.87**
Estimated Shipping	$0.00
Total	**$1,955.87**

Details

Standard 15 inch laptop no monitors, no dock
Quote number # 3000056319385

Created February 25, 2020
Expires March 26, 2020
Created by robert.heard@co.benton.wa.us
Authorized buyer Robert Heard

Customer details

Billing

Order contact
Robert Heard, Benton County IT
Dell Contract Code: C000000010849
Customer agreement number: 05815-003
Phone number: (509) 786-5603
Additional:: robert.heard@co.benton.wa.us

Tax exemption
I am not tax exempt

Shipping

Shipping information
Information Technology Dept, Benton County , Information Technology
7122 W Okanogan Pl, Kennewick, WA, 99336-2359
Phone number: (509) 786-5603
Additional:: CENTRAL.SERVICES@CO.BENTON.WA.US

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Description

Standard 15 inch laptop no monitors, no dock

Notes

Standard 15 inch laptop no monitors, no dock

Items	Quantity	Unit Price	Item total
Latitude 5501 - Build your own	1	$2,876.28	$2,876.28



Discounted unit price: $1,955.87
Estimated Ship Date
April 11, 2020 - April 15, 2020

Premier discount -$920.41

Catalog Number: 84 / xctol550115usr

Category	Description	Code	SKU	ID
Dell Latitude 5501	Dell Latitude 5501 XCTO	G23TO97	[210-ASDC]	1
Processor	9th Generation Intel® Core i7-9850H Processor (6 Core, 12MB Cache, 2.6 GHz, 4.6GHz Turbo, 35W vPro)	GWZL02A	[379-BDOW]	146
Operating System	Windows 10 Pro 64bit English	G04M6B2	[619-AHCR]	11
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
Office Productivity Software	Microsoft Office 30 Day Trial	GC7OFJV	[658-BCSB]	1002
Graphics	Intel® UHD Graphics 630 with Thunderbolt™ 3 for Intel 9th Gen Core i7-9850H	GYLAR5J	[338-BRSF]	149
Systems Management	Intel vPro Technology Enabled	G7PRZ1H	[631-ACCC]	49
Memory	16GB, 1x16GB, DDR4 Non-ECC	GMH7SGT	[370-AECT]	3
Hard Drive	M.2 256GB PCIe NVMe Class 35 Solid State Drive	GMFYOE2	[400-BENB]	8
Hard Drive Cables and Brackets	SSD Filler	G0ANJ7X	[750-ABKO]	705

Category	Description	Code	SKU	ID
Battery Cable	Cable for 3/4 Cell Battery	GH2S0I4	[470-ADQJ]	1622
Additional Hard Drive	No Additional Hard Drive	NOAHD	[340-ADBJ]	637
LCD	15.6" HD (1366 x 768) Anti-Glare Non-touch, RGB Camera & Microphone, WLAN Capable	GOQ4XDH	[391-BELX]	760
Keyboard	US English Keyboard Non-backlit 10 Key Numeric Keypad Single Pointing	GOMW58A	[583-BFBJ]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless Driver	Intel AX200 2x2 + Bluetooth 5.0 Driver	GV17A52	[555-BEWG]	7
Wireless	Intel® Wi-Fi 6 AX200 2x2 .11ax 160MHz + Bluetooth 5.0	GSN9EK4	[555-BEWQ]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	4 Cell 68Whr Long Life Battery (includes 3 year limited hardware warranty)	G3K8097	[451-BCJZ]	112
Power Supply	90W AC Power Adapter - 3-pin 7.4mm Barrel	GOT1396	[492-BBXJ]	1015
PalmRest	Single Pointing, Contacted SmartCard Reader, Thunderbolt™ 3	GHCS9TE	[346-BFRF]	55
Configuration Type	No FGA	NOFGA	[817-BBBB]	572
Chassis Options	Latitude 5501 Bottom Door	GBU3FP0	[321-BEMC]	116
Shipping Material	System Shipment, Latitude 5501	GP7AYZM	[340-CMGW]	465
Dell Application Software	Windows System Software	GS47EUL	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BCUV] [658-BDVK] [658-BEGU]	1003
Placemat	Latitude 5501 Quick Start Guide	GVEK02G	[340-CMGX]	60
Security Software	No Security Software	NOSS	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Power Cord	E5 US Power Cord	GPGC259	[450-AAEJ]	20
Resource Media	No Resource Media	G5KFAU6	[430-XXYG]	50
TAA	No TAA	GUSA19Y	[340-ACQQ]	97
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
Carrying Cases	No Carrying Case	G3WKGOY	[460-BBEX]	118
ENERGY STAR	ENERGY STAR Qualified	GFORS60	[387-BBNO]	122
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Label	Regulatory label, FCC	GL7DVE2	[389-DPGZ]	676

Category	Description	Code	SKU	ID
Documentation	Safety, Environmental, and Regulatory Information (English/French/Multi-language)	G7RB0GY	[340-AGIK]	21
Docking Stations	No Docking Station	GJTIBU6	[452-BBSE]	271
Processor Label	Intel® Core™ i7 Label for Vpro	GR5FXK6	[389-DQKQ]	749
Transportation	Standard Shipment (S)	G7DC6AK	[800-BBQN]	200080
Hardware Support Services	4 Years Hardware Warranty with Onsite/In-Home Service after Remote Diagnosis	NBD4	[975-3461] [997-8317] [997-8328] [997-8334]	29

Item total: $1,955.87

Savings: $920.41

Subtotal (1): $1,955.87

Savings	$920.41
Subtotal (1)	**$1,955.87**
Estimated Shipping	$0.00
Total	**$1,955.87**

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

^Dell Business Credit: Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

**Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") for qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

[1]Subject to applicable law and regulations.

ALL ORDERS ARE SUBJECT TO APPROVAL AND ACCEPTANCE BY DELL. Pricing, availability and other terms of offer may be withdrawn or changed without notice. Dell cannot be held responsible for errors in typography or photography.

Cookie Consent

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE CENTER FUND NUMBER 0115101, DEPARTMENT NUMBER 171

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

Prepared by: S. Berry

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Juvenile - Operations Dept Nbr: 171

Fund Name: Juvenile Center Fund Nbr: 0115101

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
527.100	3501	Minor Equipment/Small Too	$500	527.100	3508	Computer Replacement	$500
TOTAL			$500	TOTAL			$500

Explanation:

This LIT is necessary to move additional funds into the computer replacement line to purchase a new phone for the Juvenile Court room. The current phone was not part of the replacement fund and is approximately 15 years old.

Prepared by: Shela Berry Date: 24-Feb-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM

Meeting Date: 03/10/2020
Subject: Weed Board Member Appointments
Prepared by: Victor Reeve

Reviewed By: _____

TYPE OF ACTION NEEDED

Execute Contract	____	Consent Agenda	_X__
Pass Resolution	__X__	Public Hearing	____
Pass Ordinance	____	1st Discussion	____
Pass Motion	____	2nd Discussion	____
Other	____	Other	____

BACKGROUND INFORMATION

The Benton County Noxious Weed Control Board consists of a five-member board representing five areas of the County. Area 4 currently filled by Dan Downs, Area 5 currently filled by Dave Owens and Area 1 currently filled by Darrell Miles will expire March 16, 2020. Dan Downs, Dave Owens and Darrell Miles have affirmed a willingness to serve another 4-year term if appointed by the Benton County Board of Commissioners. Notice of expiration of these positions were published on bentonweedboard.com website, and twice in a daily newspaper of general circulation with the last publication occurring at least ten days prior to the nomination. Area 3 and Area 2 will expire in 2022. Currently Area 2 position is vacant, Benton County Noxious Weed Control Board will continue to seek a qualified board member from Area 2.

SUMMARY

Request members Dan Downs (Area 4), Dave Owens (Area 5) and Darrell Miles (Area 1) be reappointed to their expiring terms on the Benton County Noxious Weed Control Board.

RECOMMENDATION

Pass the attached resolutions appointing Dan Downs as Area 4 representative, Dave Owens Area 5 representative and Darrell Miles as Area 1 representative; for the Benton County Noxious Weed Control Board with all three terms expiring March 16, 2020.

FISCAL IMPACT

No Fiscal impact.

MOTION

Motion appointing Dan Downs as Area 4, Dave Owens Area 5, and Darrell Miles as Area 1 as Directors for the Benton County Noxious Weed Control Board with all three terms expiring March 16, 2020 as outlined in the attached resolutions.

RESOLUTION

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

IN THE MATTER OF APPOINTMENT OF DARRELL MILES TO AREA 1 OF THE BENTON COUNTY NOXIOUS WEED CONTROL BOARD

WHERE AS, the current term of Darrell Miles Area 1 representative of the Benton County Noxious Weed Control Board will expire March 16, 2020: and

WHERE AS, Darrell Miles is agreeable to serve as the representative for Area 1 and serve another 4-year term that will expire March 16, 2024, **NOW, THEREFORE,**

BE IT RESOLVED, that pursuant to RCW 17.10.050, the Board of County Commissioners hereby appoint Darrell Miles to serve the four-year term of Area 1 of the Benton County Noxious Weed Control Board; said term will expire March 16, 2024.

Dated this _____ day of _____, 2020

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Benton County Noxious Weed Control Board

RESOLUTION

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

IN THE MATTER OF APPOINTMENT OF DAN DOWNS TO AREA 4 OF THE BENTON COUNTY NOXIOUS WEED CONTROL BOARD

WHERE AS, the current term of Dan Downs Area 4 representative of the Benton County Noxious Weed Control Board will expire March 16, 2020: and

WHERE AS, Dan Downs is agreeable to continue as the representative for Area 4 and serve another 4-year term that will expire March 16, 2024, **NOW, THEREFORE,**

BE IT RESOLVED, that pursuant to RCW 17.10.050, the Board of County Commissioners hereby appoint Dan Downs to serve as representative of Area 4 of the Benton County Noxious Weed Control Board; said term will expire March 16, 2024.

Dated this _____ day of _____, 2020

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Benton County Noxious Weed Control Board

RESOLUTION

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

IN THE MATTER OF APPOINTMENT OF DAVE OWENS TO AREA 5 OF THE BENTON COUNTY NOXIOUS WEED CONTROL BOARD

WHERE AS, the current term of Dave Owens Area 5 representative of the Benton County Noxious Weed Control Board will expire March 16, 2020: and

WHERE AS, Dave Owens is agreeable to serve as the representative for Area 5 and serve another 4-year term that will expire March 16, 2024, **NOW, THEREFORE,**

BE IT RESOLVED, that pursuant to RCW 17.10.050, the Board of County Commissioners hereby appoint Dave Owens to serve the four-year term of Area 5 of the Benton County Noxious Weed Control Board; said term will expire March 16, 2024.

Dated this _____ day of _____, 2020

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Benton County Noxious Weed Control Board

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract ☒ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: March 10, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION

Benton County is required, from time to time, to provide the services of a Spanish language interpreter to assist public defense attorneys or public defense investigators in working with defendants or witnesses. Historically, OPD has utilized the services of court certified interpreters on the open market. However, this practice has become extremely expensive because of the shortage of interpreters, which has led to high hourly rates and significant billing "minimums" (eg. most interpreters charge a 2-hour minimum for all interpreting engagements, regardless of the fact that many such engagements take well less than an hour). For these reasons, a Request for Proposals was recently made, seeking interpreters willing to provide services on more favorable terms. Interpreter Sylvia Garza provided a proposal which was competitive and favorable: $1,200 per month for up to 20 hours of interpreting services, and $65/hr for overages with a 1-hour billing minimum per case on overages. The proposed contract is for services with Ms. Garza on these terms.

SUMMARY

Proposed agreement is for court-certified interpreter services with Sylvia Garza who provided a proposal in response to a recent RFP for interpreter services.

RECOMMENDATION

Execute agreement as proposed, approve resolution.

ANTICIPATED FISCAL IMPACT

This is anticipated to result in significant cost reduction for necessary interpreter services.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AGREEMENT WITH SYLVIA GARZA FOR INTERPRETING SERVICES TO SUPPORT PUBLIC DEFENSE CASES IN BENTON COUNTY SUPERIOR AND DISTRICT COURTS

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior and District Courts; and

WHEREAS, from time to time, in the case of monolingual Spanish-speaking defendants or witnesses, it is necessary to procure the services of a court-certified interpreter; and

WHEREAS, the fees for interpreters are very high and availability of interpreters is very low which, when combined with common "two hour minimum" billing practices locally has resulted in interpreting fees being an oversized portion of Benton County's public defense budget; and

WHEREAS, a Request for Proposals was published in late 2019 seeking proposals for a more economical and effective means of providing interpreting services; and

WHEREAS, of the respondents, the proposal from interpreter Sylvia Garza, wherein she will be compensated with a combination of a monthly rate for up to 20 hours of services and she would bill services in excess of 20 hours per month at a different rate has been deemed to be both and effective and economical way to provide needed interpreting services; **NOW, THEREFORE**

BE IT RESOLVED that the professional services agreement with court-certified interpreter Sylvia Garza, contract #BCINT2021SG001 for a flat fee of $1,200 per month for up to 20 hours of services and $65 per hour for hours beyond that maximum, for the period of March 1, 2020 through December 31, 2021 be executed as proposed.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Sylvia Garza
Copy – Auditor, S Godinez

E. Hsu

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INTERPRETER SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON COUNTY SUPERIOR AND DISTRICT COURTS
BCINT2021SG001

CONTRACT SUMMARY			
Contract Type	Interpreter services – monthly flat fee		
Contract Number	BCINT2021SG001	**Contract Holder**	Sylvia Garza
Compensation	$1,200 per month for up to 20 hours $65/hr for excess	**Effective Dates**	March 1, 2020 – December 31, 2021

THIS AGREEMENT is entered into by and between **Sylvia Garza,** ("Interpreter"), **dba Columbia Basin Interpreting/Translation Services, LLC.** and **THE COUNTY OF BENTON,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court and Benton County District Court ("Courts").

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. County has the legal responsibility to provide services in support of the publicly-provided legal defense of indigent persons charged with criminal offenses alleged to have been committed within the jurisdictional boundaries of County.

B. From time to time, such necessary support services include the services of a court-certified interpreter ("Interpreter").

C. Interpreter is qualified court-certified to provide interpreter services to County's Office of Public Defense ("OPD") in support of publicly provided legal defense of indigent persons charged with criminal offenses.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Interpreter hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **March 1, 2020**, and shall continue thereafter through and including **December 31, 2021**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **INTERPRETER'S OFFICE LOCATION.** Interpreter's mailing address, phone number, and email address are, respectively: **2104 N Road 40, Pasco, WA 99301; (509) 948-0679; sylgarza06@yahoo.com.** The work contemplated by this Agreement shall be performed at various locations including Benton County Superior and District Courts, office of Benton County OPD, offices of the various attorneys who contract with

OPD for public defense services, and at various locations in the field as necessary for individual cases and witnesses. Nothing stated by County, within, or outside of this Agreement, shall be interpreted as the County expressing any preference as to Interpreter's office location or directing that work be done in any particular place.

3. **INTERPRETER'S QUALIFICATIONS.** Interpreter acknowledges and agrees that the County has an obligation to provide competent and effective legal defense services to indigent persons subject to criminal proceedings in the Courts. Interpreter shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by Interpreters engaged in providing interpreting services for use in official court proceedings and legal proceedings, acknowledges and agrees that Interpreter has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Interpreter is assigned to assist under this Agreement.

a. As of the date of this Agreement, Interpreter represents and warrants that Interpreter is court certified for interpreting in the Spanish language by Washington State Administrative Office of the Courts, has had at least one (1) year of direct experience in providing interpreting services for use in legal proceedings; has not been a party to an agreement to provide criminal defense-related Interpreter services that was terminated due to Interpreter's conduct, errors, or omissions; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior as a Interpreter that would negatively reflect on Interpreter's duty and ability to effectively and competently render services hereunder; and does not have any complaints or lawsuits filed and/or pending against him/her relating to, or arising from, Interpreter's past conduct or behavior as a Interpreter.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Interpreter acknowledges and agrees that the County may conduct criminal history background check(s) on Interpreter. Interpreter acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Interpreter represents and warrants that, throughout the entire term of this Agreement, Interpreter's client caseload on matters outside of this Agreement; Interpreter's schedule; and Interpreter's office resources, equipment, and support staff (if applicable); will allow Interpreter to competently undertake and effectively perform all services required under this Agreement.

4. **RESERVED.** This section is not applicable but has been retained for numbering consistency.

5. **CASE ASSIGNMENTS.** During the term of this Agreement, Interpreter agrees to and shall accept assignments to provide interpreting services for indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual

orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Courts in which publicly-provided legal defense services are furnished or required by law. For each case assigned hereunder, Interpreter shall provide interpreting services as directed by the attorney of record or designee. Specifically, Interpreter shall provide criminal defense interpreting services of the same quality as Interpreter provides to private clients.

Interpreter shall accept assignments for interpreting services, pursuant to this Agreement, in the following manner:

a) Contract and staff public defenders ("Requesting Attorney") or assigned public defense investigators ("Investigators") will contact Interpreter directly, via phone, text message, or email, requesting interpreting services. The Requesting Attorney or Investigator shall coordinate with Interpreter regarding scheduling of needed interpreting services.

b) Requesting Attorneys and Investigators shall provide Interpreter with the following information about each interpreting engagement:

    a. Case name

    b. Case number

    c. Nature of engagement

c) Interpreter shall keep a record of all interpreting engagements including, at least the following:

    a. Case name

    b. Case number

    c. Date of service

    d. Length of service (rounded up to the nearest 30 minute increment)

    e. Nature of service

    f. General location (eg. In the jail, in the courthouse, at attorney's office, etc)

d) No later than 15 days after the end of each month, Interpreter shall provide a report to the County's Office of Public Defense, in a form prescribed by said Office, of all cases, including all the details required in Section 5c), for all interpreting engagements for the prior month that falls under the Flat Fee Compensation limit (i.e. up to 20 hours of interpreting services for the month)

e) Interpreter shall be expected to be generally available pursuant to the following schedule though occasional conflicting obligations are to be expected:

- Mondays from 4-7 pm
- Tuesdays from 3-7 pm
- Wednesdays all morning and from 3-7 pm
- Thursdays from 3-7 pm
- Fridays from 10am to 12 pm and from 3-7 pm
- Saturdays from 8 am to noon

County shall communicate this availability schedule to its public defense attorneys and public defense investigators. Interpreter may modify this schedule with advance written notice to County but shall not significantly reduce her amount of weekly availability without conferring with the PDM.

6. RESERVED. - This section is not applicable but has been retained for numbering consistency.

7. CLIENT ELIGIBILITY. The Courts (or designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for assistance by Interpreter under this Agreement. Interpreter shall have no obligation to inquire into, or question, the status or eligibility of a client in any public defense case to which she has been assigned.

8. RESERVED This section is not applicable but has been retained for numbering consistency.

9. COMPENSATION AND REIMBURSEMENT.

Interpreter's compensation shall consist of the following:

a) **Monthly Flat Fee.** A monthly flat fee of $1,200 for up to 20 hours of interpreting services rendered.

b) **Excess Hours.** If Interpreter provides in excess of 20 hours of interpreting services in any given month, then Interpreter may claim excess compensation in the amount of $65 per hour.

The following additional terms shall apply to Interpreter's compensation:

i) The calculation of hours for purposes of Interpreter's flat fee maximum monthly hours, shall be in increments of 30 minutes, rounded up to the next increment.

ii) Interpreter shall be paid the monthly flat fee each month this agreement is in effect, regardless of whether or not Interpreter's total hours of interpreting services rendered in any given month actually reaches the maximum of 20 hours.

iii) Billing for interpreting services hours beyond 20 in any given month shall be subject to a one-hour minimum and then billed in 30-minute increments thereafter.

iv) Payment of the monthly flat fee shall be made to Interpreter on the last business day of each month without a need for Interpreter to invoice said amount. Provided, however, that payment is conditioned upon Interpreter being current in providing caseload reporting as required by Section 5c) and, if such reporting is not made as required, compensation may be withheld until it is so provided.

v) Compensation for Excess Hours shall not be due and payable until Interpreter submits a Claim for Compensation and detailed invoice, listing the date, case name, case number, public defender, hours, and nature of interpreting services provided, for each interpreting engagement. County will compensate Interpreter for Excess Hours within 30 days of invoice.

vi) If Interpreter is required to travel outside of the tri-cities metropolitan area, then Interpreter shall be entitled to mileage at the then-current GSA rate, starting at the Benton County courthouse and the travel time may be considered either as time toward Interpreter's 20 hours per month (for the Flat Fee portion of Interpreter's compensation) or as Excess Hours that may be billed separately. Travel within the tri-cities metropolitan area shall not be compensable for mileage but may be billable as interpreting time as appropriate.

10. INDEMNIFICATIONS AND HOLD HARMLESS. Interpreter agrees to and shall fully indemnify the County and its elected/appointed representatives, officers, employees, and agents; and to hold the County and its elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Interpreter's (or any person, employee, agent, contractor, or entity acting for or on behalf of Interpreter or at Interpreter's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of interpreting services for any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Interpreter hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Interpreter's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold

harmless provisions of this paragraph, for purposes of this paragraph, Interpreter waives, with respect to the County only, any immunity that would otherwise be available to Interpreter under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

11. INSURANCE.

a. Interpreter shall obtain and maintain, at Interpreter's sole cost and expense, a policy of professional liability or errors and omissions insurance suitable for Interpreter's profession, in the amount of no less than $250,000 per claim nor less than $250,000 in the aggregate during the policy term and with a maximum deductible of not more than $10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) acting for or on behalf of Interpreter in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Interpreter (and/or such additional insureds) during the course of performing services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Interpreter shall continuously maintain the professional liability insurance coverage required by this paragraph throughout the entire term of this Agreement, throughout any other longer time period during which Interpreter is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Interpreter has fully completed all services and duties required hereunder.

c. Contemporaneously with Interpreter's execution of this Agreement, Interpreter shall provide the County and its designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 11, and Interpreter shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

12. TERMINATION.

a. In addition to any automatic termination provisions set forth in this Agreement, the County may elect to terminate this Agreement in the event Interpreter fails for whatever reason to comply with any provision of this Agreement

after giving Interpreter ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Interpreter's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

b. In addition to the foregoing provisions regarding termination, either Interpreter or the County may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Interpreter's obligation and duty to accept and complete cases assigned to Interpreter, Interpreter shall not be assigned to any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

13. INDEPENDENT CONTRACTOR. Interpreter fully understands, acknowledges, and agrees that Interpreter shall not be an agent, representative, or employee of the County or the Courts for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Interpreter, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Interpreter's duties, responsibilities and obligations imposed under this Agreement, Interpreter shall have sole and absolute discretion using Interpreter's best professional judgment to determine the manner and means of providing the interpreting services required under this Agreement; and neither the County, the PDM, nor the Courts shall have any authority or duty to directly control the actual performance of Interpreter's services hereunder.

14. NON-ASSIGNMENT; MILITARY LEAVE. Interpreter may sub-contract with another interpreter who is court-certified by Washington administrative office of the courts in the Spanish language on an occasional and infrequent basis to provide coverage in case of illness, unavailability, conflicting schedules, or vacation. If Interpreter sub-contracts with another interpreter, Interpreter remains fully responsible for the services being provided. In the event Interpreter is called up for active military duty or for direct civilian support of active military operations, Interpreter shall provide the County and the PDM with written notice of such event within five (5) business days of Interpreter being called up so that the PDM and Interpreter can coordinate and arrange for an appropriate substitute to handle Interpreter's duties under this Agreement while Interpreter is on military leave and any reasonable back-to-civilian-life transition time requested by Interpreter upon return. Interpreter shall receive no compensation under this Agreement while on leave or during any such transition time.

15. VACANCY AND REPLACEMENT. In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed

appropriate/necessary to seek, select, and contract with another qualified Interpreter to replace and succeed Interpreter in providing interpreting services to indigent persons in the Courts.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

17. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PST) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PST) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

18. GOVERNING LAW. This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

19. BINDING EFFECT. Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Interpreter's heirs, legal/personal representatives, successors, and assigns.

20. SEVERABILITY. In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

21. NON-WAIVER. A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

22. DISPUTE RESOLUTION.

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the

parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The County shall pay one-half of the mediator's fees and expenses, and Interpreter shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and Interpreter shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

23. NOTICES.

a. Any notices required or permitted to be given by Interpreter to Benton County under this Agreement shall be in writing and shall be personally delivered to the Benton County Board of Commissioners or mailed to the Benton County Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Benton County Board of Commissioners
620 Market St.
Prosser, WA 99350

With a mandatory complete copy of any such notices to also be provided to:

Eric Hsu
Public Defense Manager
Benton Office of Public Defense
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

b. Any notices required or permitted to be given by the County to Interpreter under this Agreement shall be in writing and shall be personally delivered to Interpreter or mailed to Interpreter via certified U.S. mail, postage prepaid, at Interpreter's office address specified and set forth in paragraph 2.a above.

c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

d. For purposes of clarity, whenever the terms of this Agreement require Interpreter to provide "the County" with certain information or notice, such information or notice shall be provided to the County's Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

24. LEGAL COMPLIANCE. Interpreter agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Interpreter's pursuit and performance of activities and services under this Agreement. Without limitation in that regard, Interpreter shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Interpreter shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policies that no person will be subjected to discrimination by the County or its contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability personal background, creed, or political or religious affiliation.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

[**SIGNATURES APPEAR ON FOLLOWING PAGE**]

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

Interpreter	**Benton County Office of Public Defense – Approved as to Form and Content**
Sylvia Garza 03/03/20	Eric Hsu 3/3/2020
Sylvia Garza **Date**	Eric Hsu Date
BENTON COUNTY APPROVAL By: _____ Title: Chairman, Board of Commissioner By: _____ Title: Member, Board of Commissioner By: _____ Title: Member, Board of Commissioner Date: _____ Attest: Clerk of the Board: _____	

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INTERPRETER SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON COUNTY SUPERIOR AND DISTRICT COURTS BCINT2021SG001

CONTRACT SUMMARY			
Contract Type	Interpreter services – monthly flat fee		
Contract Number	BCINT2021SG001	**Contract Holder**	Sylvia Garza
Compensation	$1,200 per month for up to 20 hours $65/hr for excess	**Effective Dates**	March 1, 2020 – December 31, 2021

THIS AGREEMENT is entered into by and between **Sylvia Garza,** ("Interpreter"), **dba Columbia Basin Interpreting/Translation Services, LLC.** and **THE COUNTY OF BENTON,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court and Benton County District Court ("Courts").

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. County has the legal responsibility to provide services in support of the publicly-provided legal defense of indigent persons charged with criminal offenses alleged to have been committed within the jurisdictional boundaries of County.

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C. Interpreter is qualified court-certified to provide interpreter services to County's Office of Public Defense ("OPD") in support of publicly provided legal defense of indigent persons charged with criminal offenses.

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a. As of the date of this Agreement, Interpreter represents and warrants that Interpreter is court certified for interpreting in the Spanish language by Washington State Administrative Office of the Courts, has had at least one (1) year of direct experience in providing interpreting services for use in legal proceedings; has not been a party to an agreement to provide criminal defense-related Interpreter services that was terminated due to Interpreter's conduct, errors, or omissions; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior as a Interpreter that would negatively reflect on Interpreter's duty and ability to effectively and competently render services hereunder; and does not have any complaints or lawsuits filed and/or pending against him/her relating to, or arising from, Interpreter's past conduct or behavior as a Interpreter.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Interpreter acknowledges and agrees that the County may conduct criminal history background check(s) on Interpreter. Interpreter acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

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    d. Length of service (rounded up to the nearest 30 minute increment)

    e. Nature of service

    f. General location (eg. In the jail, in the courthouse, at attorney's office, etc)

d) No later than 15 days after the end of each month, Interpreter shall provide a report to the County's Office of Public Defense, in a form prescribed by said Office, of all cases, including all the details required in Section 5c), for all interpreting engagements for the prior month that falls under the Flat Fee Compensation limit (i.e. up to 20 hours of interpreting services for the month)

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- Saturdays from 8 am to noon

County shall communicate this availability schedule to its public defense attorneys and public defense investigators. Interpreter may modify this schedule with advance written notice to County but shall not significantly reduce her amount of weekly availability without conferring with the PDM.

6. RESERVED. - This section is not applicable but has been retained for numbering consistency.

7. CLIENT ELIGIBILITY. The Courts (or designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for assistance by Interpreter under this Agreement. Interpreter shall have no obligation to inquire into, or question, the status or eligibility of a client in any public defense case to which she has been assigned.

8. RESERVED This section is not applicable but has been retained for numbering consistency.

9. COMPENSATION AND REIMBURSEMENT.

Interpreter's compensation shall consist of the following:

a) **Monthly Flat Fee.** A monthly flat fee of $1,200 for up to 20 hours of interpreting services rendered.

b) **Excess Hours.** If Interpreter provides in excess of 20 hours of interpreting services in any given month, then Interpreter may claim excess compensation in the amount of $65 per hour.

The following additional terms shall apply to Interpreter's compensation:

i) The calculation of hours for purposes of Interpreter's flat fee maximum monthly hours, shall be in increments of 30 minutes, rounded up to the next increment.

ii) Interpreter shall be paid the monthly flat fee each month this agreement is in effect, regardless of whether or not Interpreter's total hours of interpreting services rendered in any given month actually reaches the maximum of 20 hours.

iii) Billing for interpreting services hours beyond 20 in any given month shall be subject to a one-hour minimum and then billed in 30-minute increments thereafter.

iv) Payment of the monthly flat fee shall be made to Interpreter on the last business day of each month without a need for Interpreter to invoice said amount. Provided, however, that payment is conditioned upon Interpreter being current in providing caseload reporting as required by Section 5c) and, if such reporting is not made as required, compensation may be withheld until it is so provided.

v) Compensation for Excess Hours shall not be due and payable until Interpreter submits a Claim for Compensation and detailed invoice, listing the date, case name, case number, public defender, hours, and nature of interpreting services provided, for each interpreting engagement. County will compensate Interpreter for Excess Hours within 30 days of invoice.

vi) If Interpreter is required to travel outside of the tri-cities metropolitan area, then Interpreter shall be entitled to mileage at the then-current GSA rate, starting at the Benton County courthouse and the travel time may be considered either as time toward Interpreter's 20 hours per month (for the Flat Fee portion of Interpreter's compensation) or as Excess Hours that may be billed separately. Travel within the tri-cities metropolitan area shall not be compensable for mileage but may be billable as interpreting time as appropriate.

10. INDEMNIFICATIONS AND HOLD HARMLESS. Interpreter agrees to and shall fully indemnify the County and its elected/appointed representatives, officers, employees, and agents; and to hold the County and its elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Interpreter's (or any person, employee, agent, contractor, or entity acting for or on behalf of Interpreter or at Interpreter's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of interpreting services for any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Interpreter hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Interpreter's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold

harmless provisions of this paragraph, for purposes of this paragraph, Interpreter waives, with respect to the County only, any immunity that would otherwise be available to Interpreter under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

11. INSURANCE.

a. Interpreter shall obtain and maintain, at Interpreter's sole cost and expense, a policy of professional liability or errors and omissions insurance suitable for Interpreter's profession, in the amount of no less than $250,000 per claim nor less than $250,000 in the aggregate during the policy term and with a maximum deductible of not more than $10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) acting for or on behalf of Interpreter in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Interpreter (and/or such additional insureds) during the course of performing services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Interpreter shall continuously maintain the professional liability insurance coverage required by this paragraph throughout the entire term of this Agreement, throughout any other longer time period during which Interpreter is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Interpreter has fully completed all services and duties required hereunder.

c. Contemporaneously with Interpreter's execution of this Agreement, Interpreter shall provide the County and its designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 11, and Interpreter shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

12. TERMINATION.

a. In addition to any automatic termination provisions set forth in this Agreement, the County may elect to terminate this Agreement in the event Interpreter fails for whatever reason to comply with any provision of this Agreement

after giving Interpreter ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Interpreter's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

b. In addition to the foregoing provisions regarding termination, either Interpreter or the County may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Interpreter's obligation and duty to accept and complete cases assigned to Interpreter, Interpreter shall not be assigned to any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

13. INDEPENDENT CONTRACTOR. Interpreter fully understands, acknowledges, and agrees that Interpreter shall not be an agent, representative, or employee of the County or the Courts for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Interpreter, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Interpreter's duties, responsibilities and obligations imposed under this Agreement, Interpreter shall have sole and absolute discretion using Interpreter's best professional judgment to determine the manner and means of providing the interpreting services required under this Agreement; and neither the County, the PDM, nor the Courts shall have any authority or duty to directly control the actual performance of Interpreter's services hereunder.

14. NON-ASSIGNMENT; MILITARY LEAVE. Interpreter may sub-contract with another interpreter who is court-certified by Washington administrative office of the courts in the Spanish language on an occasional and infrequent basis to provide coverage in case of illness, unavailability, conflicting schedules, or vacation. If Interpreter sub-contracts with another interpreter, Interpreter remains fully responsible for the services being provided. In the event Interpreter is called up for active military duty or for direct civilian support of active military operations, Interpreter shall provide the County and the PDM with written notice of such event within five (5) business days of Interpreter being called up so that the PDM and Interpreter can coordinate and arrange for an appropriate substitute to handle Interpreter's duties under this Agreement while Interpreter is on military leave and any reasonable back-to-civilian-life transition time requested by Interpreter upon return. Interpreter shall receive no compensation under this Agreement while on leave or during any such transition time.

15. VACANCY AND REPLACEMENT. In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed

appropriate/necessary to seek, select, and contract with another qualified Interpreter to replace and succeed Interpreter in providing interpreting services to indigent persons in the Courts.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

17. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PST) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PST) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

18. GOVERNING LAW. This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

19. BINDING EFFECT. Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Interpreter's heirs, legal/personal representatives, successors, and assigns.

20. SEVERABILITY. In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

21. NON-WAIVER. A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

22. DISPUTE RESOLUTION.

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the

parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The County shall pay one-half of the mediator's fees and expenses, and Interpreter shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and Interpreter shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

23. NOTICES.

a. Any notices required or permitted to be given by Interpreter to Benton County under this Agreement shall be in writing and shall be personally delivered to the Benton County Board of Commissioners or mailed to the Benton County Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Benton County Board of Commissioners
620 Market St.
Prosser, WA 99350

With a mandatory complete copy of any such notices to also be provided to:

Eric Hsu
Public Defense Manager
Benton Office of Public Defense
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

b. Any notices required or permitted to be given by the County to Interpreter under this Agreement shall be in writing and shall be personally delivered to Interpreter or mailed to Interpreter via certified U.S. mail, postage prepaid, at Interpreter's office address specified and set forth in paragraph 2.a above.

c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

d. For purposes of clarity, whenever the terms of this Agreement require Interpreter to provide "the County" with certain information or notice, such information or notice shall be provided to the County's Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

24. LEGAL COMPLIANCE. Interpreter agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Interpreter's pursuit and performance of activities and services under this Agreement. Without limitation in that regard, Interpreter shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Interpreter shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policies that no person will be subjected to discrimination by the County or its contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

[**SIGNATURES APPEAR ON FOLLOWING PAGE**]

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

Interpreter	**Benton County Office of Public Defense – Approved as to Form and Content**
03/03/20	3/3/2020
Sylvia Garza **Date**	Eric Hsu Date
BENTON COUNTY APPROVAL By: _____ Title: Chairman, Board of Commissioner By: _____ Title: Member, Board of Commissioner By: _____ Title: Member, Board of Commissioner Date: _____ Attest: Clerk of the Board: _____	

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☐ Execute contract ☒ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: March 10, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION

Resolution 2014-322 authorizes the Benton County Public Defense Manager to sign vouchers for up to $10,000 for Benton County Office of Public Defense expenditures, per provider, per case.

Recently, the position of Chief Staff Defender was created with the intent that it serve in the role of Assistant Public Defense Manager.

For continuity of operations, it is appropriate that the Chief Staff Defender also be authorized to sign vouchers for up to $10,000 for Benton County Office of Public Defense expenditures, per provider, per case in the absence or unavailability of the Public Defense Manager, and the proposed resolution provides for this authority.

The County Administrator has been consulted on this proposed resolution and concurs with it.

SUMMARY

Proposed resolution extends authority to sign vouchers up to $10,000 for Benton County Office of Public Defense expenditures to the Chief Staff Defender.

RECOMMENDATION

Execute resolution as proposed.

ANTICIPATED FISCAL IMPACT

None

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING RESOLUTION 2014-322 TO PROVIDE THAT THE OPD CHIEF STAFF DEFENDER, IN ADDITION TO THE PUBLIC DEFENSE MANAGER, IS AUTHORIZED TO SIGN VOUCHERS UP TO $10,000 FOR BENTON COUNTY OFFICE OF PUBLIC DEFENSE EXPENDITURES, PER PROVIDER, PER CASE.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior and District Courts; and

WHEREAS, Resolution 2014-322 authorizes the Benton County Public Defense Manager to sign vouchers up to $10,000 for Office of Public Defense expenditures, per provider, per case; and

WHEREAS, the position of Chief Staff Defender was recently created via Resolution 2019-723; and

WHEREAS, the Chief Staff Defender position was intended to serve in the role of Assistant Public Defense Manager; and

WHEREAS, it is appropriate that the Chief Staff Defender have legal authority to sign vouchers up to $10,000 in the absence or unavailability of the Public Defense Manager; **NOW, THEREFORE**

BE IT RESOLVED that Resolution 2014-322 is hereby amended to provide that, in addition to the Public Defense Manager, the Chief Staff Defender is also authorized to sign vouchers up to $10,000 for Benton County Office of Public Defense expenditures, per provider, per case. All remaining provisions of Resolution 2014-322 remain in full effect, including the authorization for the Benton County Administrator or designee to sign vouchers up to the current budget amount set for Professional Services line items and requiring that any expenditures exceeding the current budget amount set for Professional Services line items be presented to the Board of Benton County Commissioners for authorization.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD,
Copy – Auditor, S Godinez

E. Hsu

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract ☒ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: March 10, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION

Benton County contracts with certain private investigators to provide legally mandated private investigation services to support the defense of public defense cases in Benton County District and Superior Courts. From time to time, it is necessary to have such private investigators serve as "case agent" in serious or complex felony trials, meaning that they assist the attorney in the case on logistical, witness, evidentiary, and other important tasks during the trial. Previously, this service was billed on a hourly basis, meaning that investigators had to track their time for trials, which often had many breaks and ambiguity regarding billing. To resolve this, and to establish a predictable, flat, rate, that benefits both Benton County and the investigators, OPD negotiated a flat, daily rate of $400 for times when investigators have to serve as case agent on felony matters.

The proposed amendments effectuate this negotiated rate.

SUMMARY

Proposed contract amendments with the following investigators, effectuates the negotiated flat daily rate for trials when the investigators serve as case agent:

Jeffrey Porteous, dba Working Investigations
Mark Almquist, dba Columbia Private Investigation, LLC
Abel Campos, dba Premier Investigations, LLC
Michael Matkowski, dba Mission Critial Investigations, LLC

RECOMMENDATION

Execute amendments as proposed, approve resolutions.

ANTICIPATED FISCAL IMPACT

None beyond budgeted

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PUBLIC DEFENSE INVESTIGATION CONTRACT WITH MICHAEL MATKOWSKI, DBA MISSION CRITICAL INVESTIGATIONS, LLC TO PROVIDE FOR A FLAT RATE FOR SERVING AS CASE AGENT

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County District and Superior Courts; and

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

WHEREAS, in addition to public defense services, Benton County is also legally obligated to provide private investigator services to support public defenders in defending cases; and

WHEREAS, Benton County contracts with, among others, Michael Matkowski, dba Mission Critical Investigations, LLC ("Investigator") for such private investigator services; and

WHEREAS, from time to time, on serious felony matters, attorneys request that public defense investigators, such as Investigator, serve as "case agent" to assist with certain logistical, evidentiary, and other important tasks during trials; and

WHEREAS, instead of having Investigator track and bill time hourly, Benton County and Investigator have negotiated a flat rate of $400 per trial day for compensation when Investigator serves as case agent and it is therefore necessary to amend the existing contract with Investigator to provide for this flat rate; **NOW, THEREFORE**

BE IT RESOLVED that the public defense private investigation contract with investigator Michael Matkowski, dba Mission Critical Investigations, LLC, previously executed by and through Resolution 2019-461 for the period of January 1, 2019 through December 31, 2020 is hereby amended to provide for compensation in the amount of a flat rate of $400 per day, for each day when investigator Michael Matkowski is required to serve as case agent for a trial.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, MICHAEL MATKOWSKI
Copy – Auditor, Superior Court, S. Godinez

E. Hsu

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON COUNTY DISTRICT AND SUPERIOR COURTS
BCINV1920MM001A

CONTRACT SUMMARY			
Contract Type	**Investigator**		
Contract Number	**BCINV1920MM001**	**Contract Holder**	**Michael Matkowski**
PI #	**4148**	**Effective Dates**	**January 1, 2019 – Dec 31, 2020**
Compensation	**$60/hr**	**Compensation Structure**	☐ **By the case** ☐ **Monthly** ☒ **Hourly**

THIS AGREEMENT, previously entered into by and between **Michael Matkowski,** investigator, Washington State Investigator's License **#4148** ("Investigator") dba Mission Critical Investigations, LLC and **BENTON COUNTY,** Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court and Benton County District Court ("Courts").

IS HEREBY AMENDED AS FOLLOWS, EFFECTIVE JANUARY 1, 2020:

The following shall be added to "Exhibit B:"

Service	Rate	Comments
Case Agent Service	$400 per actual trial day or portion thereof	Investigator will be compensated for each day of trial when Investigator serves as "case agent" for trial, at the direction of the attorney of record. This flat rate is for investigator's services during trial only. All other ancillary services, including trial assistance before and after trial during trial days, may be billed at Investigator's regular hourly rate.

This amended agreement shall be designated BCINV1920MM001A. All other provisions in underlying agreement shall remain in effect.

SIGNATURES APPEAR ON FOLLOWING PAGE:

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

Eric Hsu
Public Defense Manager

INVESTIGATOR

Date 2/25/2020

Michael Matkowski, DBA
Mission Critical Investigations, LLC

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract ☒ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: March 10, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION

Benton County contracts with certain private investigators to provide legally mandated private investigation services to support the defense of public defense cases in Benton County District and Superior Courts. From time to time, it is necessary to have such private investigators serve as "case agent" in serious or complex felony trials, meaning that they assist the attorney in the case on logistical, witness, evidentiary, and other important tasks during the trial. Previously, this service was billed on a hourly basis, meaning that investigators had to track their time for trials, which often had many breaks and ambiguity regarding billing. To resolve this, and to establish a predictable, flat, rate, that benefits both Benton County and the investigators, OPD negotiated a flat, daily rate of $400 for times when investigators have to serve as case agent on felony matters.

The proposed amendments effectuate this negotiated rate.

SUMMARY

Proposed contract amendments with the following investigators, effectuates the negotiated flat daily rate for trials when the investigators serve as case agent:

Jeffrey Porteous, dba Working Investigations
Mark Almquist, dba Columbia Private Investigation, LLC
Abel Campos, dba Premier Investigations, LLC
Michael Matkowski, dba Mission Critial Investigations, LLC

RECOMMENDATION

Execute amendments as proposed, approve resolutions.

ANTICIPATED FISCAL IMPACT

None beyond budgeted

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PUBLIC DEFENSE INVESTIGATION CONTRACT WITH MARK ALMQUIST, DBA COLUMBIA PRIVATE INVESTIGATION, LLC TO PROVIDE FOR A FLAT RATE FOR SERVING AS CASE AGENT

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County District and Superior Courts; and

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

WHEREAS, in addition to public defense services, Benton County is also legally obligated to provide private investigator services to support public defenders in defending cases; and

WHEREAS, Benton County contracts with, among others, Mark Almquist, dba Columbia Private Investigation, LLC ("Investigator") for such private investigator services; and

WHEREAS, from time to time, on serious felony matters, attorneys request that public defense investigators, such as Investigator, serve as "case agent" to assist with certain logistical, evidentiary, and other important tasks during trials; and

WHEREAS, instead of having Investigator track and bill time hourly, Benton County and Investigator have negotiated a flat rate of $400 per trial day for compensation when Investigator serves as case agent and it is therefore necessary to amend the existing contract with Investigator to provide for this flat rate; **NOW, THEREFORE**

BE IT RESOLVED that the public defense private investigation contract with investigator Mark Almquist, dba Columbia Private Investigation, LLC, previously executed by and through Resolution 2019-031 for the period of January 1, 2019 through December 31, 2020 is hereby amended to provide for compensation in the amount of a flat rate of $400 per day, for each day when investigator Mark Almquist is required to serve as case agent for a trial.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, MARK ALMQUIST
Copy – Auditor, Superior Court, S. Godinez

E. Hsu

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON COUNTY DISTRICT AND SUPERIOR COURTS
BCINV1920MTA001

CONTRACT SUMMARY			
Contract Type	**Investigator**		
Contract Number	**BCINV1920MTA001**	**Contract Holder**	**Mark Almquist**
PI #	**3073**	**Effective Dates**	**Jan 1, 2019 – Dec 31, 2020**
Compensation	**$60/hr**	**Compensation Structure**	☐ **By the case** ☐ **Monthly** ☒ **Hourly**

THIS AGREEMENT previously entered into by and between **Mark Almquist, dba Columbia Private Investigation, LLC**, investigator, Washington State Investigator's License **#3073** ("Investigator") and **BENTON COUNTY**, Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court and Benton County District Court ("Courts").

IS HEREBY AMENDED AS FOLLOWS, EFFECTIVE JANUARY 1, 2020:

The following shall be added to "Exhibit B:"

Service	Rate	Comments
Case Agent Service	$400 per actual trial day or portion thereof	Investigator will be compensated for each day of trial when Investigator serves as "case agent" for trial, at the direction of the attorney of record. This flat rate is for investigator's services during trial only. All other ancillary services, including trial assistance before and after trial during trial days, may be billed at Investigator's regular hourly rate.

This amended agreement shall be designated BCINV1920MTA001A. All other provisions in underlying agreement shall remain in effect.

SIGNATURES APPEAR ON FOLLOWING PAGE:

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

_____

Chairman

_____

Commissioner

_____

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

_____

Clerk of the Board

Approved as to Form and Content

_____

Eric Hsu
Public Defense Manager

INVESTIGATOR

Date 12/17/19

_____

Mark Almquist, DBA
Columbia Private Investigation, LLC

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	**Classification**
☒ Execute contract ☒ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: March 10, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION

Benton County contracts with certain private investigators to provide legally mandated private investigation services to support the defense of public defense cases in Benton County District and Superior Courts. From time to time, it is necessary to have such private investigators serve as "case agent" in serious or complex felony trials, meaning that they assist the attorney in the case on logistical, witness, evidentiary, and other important tasks during the trial. Previously, this service was billed on a hourly basis, meaning that investigators had to track their time for trials, which often had many breaks and ambiguity regarding billing. To resolve this, and to establish a predictable, flat, rate, that benefits both Benton County and the investigators, OPD negotiated a flat, daily rate of $400 for times when investigators have to serve as case agent on felony matters.

The proposed amendments effectuate this negotiated rate.

SUMMARY

Proposed contract amendments with the following investigators, effectuates the negotiated flat daily rate for trials when the investigators serve as case agent:

Jeffrey Porteous, dba Working Investigations
Mark Almquist, dba Columbia Private Investigation, LLC
Abel Campos, dba Premier Investigations, LLC
Michael Matkowski, dba Mission Critial Investigations, LLC

RECOMMENDATION

Execute amendments as proposed, approve resolutions.

ANTICIPATED FISCAL IMPACT

None beyond budgeted

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PUBLIC DEFENSE INVESTIGATION CONTRACT WITH JEFFREY PORTEOUS TO PROVIDE FOR A FLAT RATE FOR SERVING AS CASE AGENT

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County District Superior Courts; and

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

WHEREAS, in addition to public defense services, Benton County is also legally obligated to provide private investigator services to support public defenders in defending cases; and

WHEREAS, Benton County contracts with, among others, Jeffrey Porteous ("Investigator") for such private investigator services; and

WHEREAS, from time to time, on serious felony matters, attorneys request that public defense investigators, such as Investigator, serve as "case agent" to assist with certain logistical, evidentiary, and other important tasks during trials; and

WHEREAS, instead of having Investigator track and bill time hourly, Benton County and Investigator have negotiated a flat rate of $400 per trial day for compensation when Investigator serves as case agent and it is therefore necessary to amend the existing contract with Investigator to provide for this flat rate; **NOW, THEREFORE**

BE IT RESOLVED that the public defense private investigation contract with investigator Jeffrey Porteous, previously executed by and through Resolution 2019-054 for the period of January 1, 2019 through December 31, 2020 is hereby amended to provide for compensation in the amount of a flat rate of $400 per day, for each day when investigator Jeffrey Porteous is required to serve as case agent for a trial.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, JEFFREY PORTEOUS
Copy – Auditor, Superior Court, S. Godinez

E. Hsu

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON COUNTY DISTRICT AND SUPERIOR COURTS
BCINV1920JP001A

CONTRACT SUMMARY			
Contract Type	**Investigator**		
Contract Number	**BCINV1920JP001**	**Contract Holder**	**Jeff Porteous**
PI #	**1682**	**Effective Dates**	**Jan 1, 2019 – Dec 31, 2020**
Compensation	**$60/hr**	**Compensation Structure**	☐ **By the case** ☐ **Monthly** ☒ **Hourly**

THIS AGREEMENT, previously entered into by and between Jeff Porteous, investigator, Washington State Investigator's License **#1682** ("Investigator") dba Working Investigations and **BENTON COUNTY,** Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court and Benton County District Court ("Courts").

IS HEREBY AMENDED AS FOLLOWS, EFFECTIVE JANUARY 1, 2020:

The following shall be added to "Exhibit B:"

Service	Rate	Comments
Case Agent Service	$400 per actual trial day or portion thereof	Investigator will be compensated for each day of trial when Investigator serves as "case agent" for trial, at the direction of the attorney of record. This flat rate is for investigator's services during trial only. All other ancillary services, including trial assistance before and after trial during trial days, may be billed at Investigator's regular hourly rate.

This amended agreement shall be designated BCINV1920JP001A. All other provisions in underlying agreement shall remain in effect.

SIGNATURES APPEAR ON FOLLOWING PAGE:

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

_____
Clerk of the Board

Approved as to Form and Content

_____
Eric Hsu
Public Defense Manager

INVESTIGATOR

Date DEC 18, 2019

_____
Jeff Porteous, PI#1682

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract ☒ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: March 10, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION

Benton County contracts with certain private investigators to provide legally mandated private investigation services to support the defense of public defense cases in Benton County District and Superior Courts. From time to time, it is necessary to have such private investigators serve as "case agent" in serious or complex felony trials, meaning that they assist the attorney in the case on logistical, witness, evidentiary, and other important tasks during the trial. Previously, this service was billed on a hourly basis, meaning that investigators had to track their time for trials, which often had many breaks and ambiguity regarding billing. To resolve this, and to establish a predictable, flat, rate, that benefits both Benton County and the investigators, OPD negotiated a flat, daily rate of $400 for times when investigators have to serve as case agent on felony matters.

The proposed amendments effectuate this negotiated rate.

SUMMARY

Proposed contract amendments with the following investigators, effectuates the negotiated flat daily rate for trials when the investigators serve as case agent:

Jeffrey Porteous, dba Working Investigations
Mark Almquist, dba Columbia Private Investigation, LLC
Abel Campos, dba Premier Investigations, LLC
Michael Matkowski, dba Mission Critial Investigations, LLC

RECOMMENDATION

Execute amendments as proposed, approve resolutions.

ANTICIPATED FISCAL IMPACT

None beyond budgeted

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PUBLIC DEFENSE INVESTIGATION CONTRACT WITH ABEL CAMPOS, DBA PREMIER INVESTIGATIONS, LLC TO PROVIDE FOR A FLAT RATE FOR SERVING AS CASE AGENT

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County District and Superior Courts; and

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

WHEREAS, in addition to public defense services, Benton County is also legally obligated to provide private investigator services to support public defenders in defending cases; and

WHEREAS, Benton County contracts with, among others, Abel Campos, dba Premier Investigations, LLC ("Investigator") for such private investigator services; and

WHEREAS, from time to time, on serious felony matters, attorneys request that public defense investigators, such as Investigator, serve as "case agent" to assist with certain logistical, evidentiary, and other important tasks during trials; and

WHEREAS, instead of having Investigator track and bill time hourly, Benton County and Investigator have negotiated a flat rate of $400 per trial day for compensation when Investigator serves as case agent and it is therefore necessary to amend the existing contract with Investigator to provide for this flat rate; **NOW, THEREFORE**

BE IT RESOLVED that the public defense private investigation contract with investigator Abel Campos, dba Premier Investigations, LLC, previously executed by and through Resolution 2019-461 for the period of June 1, 2019 through December 31, 2020 is hereby amended to provide for compensation in the amount of a flat rate of $400 per day, for each day when investigator Abel Campos is required to serve as case agent for a trial.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, ABEL CAMPOS
Copy – Auditor, Superior Court, S. Godinez

E. Hsu

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON COUNTY DISTRICT AND SUPERIOR COURTS
BCINV1920APC001A

CONTRACT SUMMARY			
Contract Type	**Investigator**		
Contract Number	**BCINV1920APC001**	**Contract Holder**	**Abel P Campos**
PI #	**3697**	**Effective Dates**	**June 1, 2019 – Dec 31, 2020**
Compensation	**$60/hr**	**Compensation Structure**	☐ **By the case** ☐ **Monthly** ☒ **Hourly**

THIS AGREEMENT, previously entered into by and between **Abel P Campos,** investigator, Washington State Investigator's License **#3697** ("Investigator") dba Premier Investigations, LLC and **BENTON COUNTY,** Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court and Benton County District Court ("Courts").

IS HEREBY AMENDED AS FOLLOWS, EFFECTIVE JANUARY 1, 2020:

The following shall be added to "Exhibit B:"

Service	Rate	Comments
Case Agent Service	$400 per actual trial day or portion thereof	Investigator will be compensated for each day of trial when Investigator serves as "case agent" for trial, at the direction of the attorney of record. This flat rate is for investigator's services during trial only. All other ancillary services, including trial assistance before and after trial during trial days, may be billed at Investigator's regular hourly rate.

This amended agreement shall be designated BCINV1920APC001A. All other provisions in underlying agreement shall remain in effect.

SIGNATURES APPEAR ON FOLLOWING PAGE:

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

_____
Clerk of the Board

Approved as to Form and Content

_____
Eric Hsu
Public Defense Manager

INVESTIGATOR

Date 12-30-2019

Abel Campos

Abel Campos, DBA
Premier Investigations, LLC

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract	☒ Consent agenda
☐ Pass resolution	☐ Public hearing
☐ Pass ordinance	☐ 1st discussion
☐ Pass motion	☐ 2nd discussion
☐ Other (describe)	☐ Other

Requested meeting date: March 10, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION
Benton County through its Office of Public Defense ("OPD") employs staff trial attorneys, as well as contract attorneys, to provide legally mandated public defense services in Benton County Superior Court. For the months of March - May, 2020, one of Benton County OPD's staff trial attorneys is anticipated to be on pre-arranged leave. Therefore it is necessary to procure the temporary services of a contract public defender to provide coverage in Benton County Superior Court while this staff trial attorney is on leave. Attorney Heather Villani is qualified and interested to provide this temporary coverage and has agreed to do so on the same financial terms as the contracts with other Benton County Superior Court contract public defenders.

SUMMARY
Proposed professional services agreement with attorney Heather Villani is for attorney Villani to provide temporary public defense services to defendants in Benton County Superior Court to provide coverage for an OPD staff trial attorney who will be on pre-arranged leave during the stated time period.

RECOMMENDATION
Approve resolution. Execute agreement as proposed.

ANTICIPATED FISCAL IMPACT
Up to $20,400 but likely will not exceed budgeted funds.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY HEATHER VILLANI TO PROVIDE TEMPORARY PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO COVER FOR AN OPD STAFF TRIAL ATTORNEY WHO WILL BE AWAY ON LEAVE

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court for criminal cases ("Cases"); and

WHEREAS, Benton County OPD provides such coverage for Cases by way of contracts with private attorneys and staff trial attorneys; and

WHEREAS, one of OPD's Superior Court staff trial attorneys will be on pre-arranged leave for the months of March 1 – May 30, 2020 and therefore temporary coverage for that docket must be arranged; and

WHEREAS, attorney Heather Villani ("Attorney") is qualified to, and has agreed to, provide the necessary temporary coverage; and

WHEREAS, the proposed professional services agreement provides for Attorney to provide such coverage, on the same financial and other terms as with other attorney with contracts to provide public defense services in Benton County Superior Court; **NOW, THEREFORE**

BE IT RESOLVED that the professional services agreement with attorney Heather Villani, whereby she will provide temporary public defense services in Benton County Superior Court for March 1 – May 30, 2020 for compensation not to exceed $680 per case, plus additional case premiums, expenses, and reimbursements, as provided in the agreement, be executed as proposed.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Heather Villani
Copy – Auditor, S Godinez

E. Hsu

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC2020HRV001L

CONTRACT SUMMARY			
Contract Type	Temporary Only		
Contract Number	BCSC2020HRV001L	**Contract Holder**	
WSBA #	44973	**Effective Dates**	Feb 1, 2020 – June 30, 2020
Caseload Cap	**40**	**Compensation**	**$680 per case**
Assigned Court	**Superior Court**	**Compensation Structure**	☒ **By the case** ☐ **Monthly** ☐ **Hourly**

THIS AGREEMENT is entered into by and between **Heather Villani,** attorney at law, Washington State Bar Association #44973 ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.

B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **February 1, 2020,** and shall continue thereafter through and including **June 30, 2020**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited to, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at 1030 N Center Parkway, Kennewick, WA 99336; Attorney's current local office telephone and fax numbers are (509) 405-5388 and *no fax no*, respectively; and Attorney's current office/work e-mail address is heather.villani@hotmail.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Counties Public Defense Manager ("PDM"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. Regardless of the location or manner in which Attorney decides to maintain an office, throughout the entire term of this Agreement the office facility must comply with any and all applicable public defense standards adopted by the Washington Supreme Court.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in Benton County Superior Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of felony crimes in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony criminal defense or criminal prosecution matters; meets the minimum standards for Superior Court felony public defense (for Class A, B, and C felonies, sex-case felonies, and violent Class A and B felonies) as adopted by the Washington State Supreme Court; has not been a party to a previous personal services agreement with any governmental entity or any other entity for the provision of public indigent defense services that was terminated due to Attorney's breach or other contractual non-compliance; has not been previously employed by any governmental entity or any other entity to provide indigent defense services and had such employment terminated due to any reason relating to Attorney's job performance; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or other jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and potential termination pursuant to paragraph 19 below in the event that Attorney's license to practice law

in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within five (5) business days if any event specified in paragraph 3.a.(i) occurs or if any bar association complaint is filed against Attorney. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of the County, to immediate termination.

b. Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney including any such recurring check as the County may deem appropriate, in its sole discretion, even at times after execution of this Agreement. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During each calendar year of the term of this Agreement, Attorney shall obtain at least seven (7) hours of WSBA-qualified Continuing Legal Education ("CLE") credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the PDM with written proof and confirmation that such CLE credits have been obtained no later than by December 31st of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington Office of Public Defense ("OPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

From time to time County may, but is not obligated to, offer additional training to Attorney on subjects of relevance to Attorney's provision of public defense services pursuant to this Agreement. Attorney acknowledges that such additional training is completely optional and is offered for Attorney's convenience only. None of this additional optional training shall be regarded as County's right to train attorney in any way. Attorney may choose not to attend any additional training offered and such a choice will not be

detrimental to Attorneys contract, or opportunity to continue to contract in the future, in any way whatsoever.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and effectively perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding year.

Additionally, in the event that the public defense reporting requirements under RCW 10.101.050, other applicable statute or relevant case law are later amended/modified (or, in the case of case law, reasonably required as a best practice) Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 19.b. below.

h. Attorney understands and acknowledges that Attorney is solely and personally responsible to obtain and maintain all necessary state and local government business licenses and/or other approvals necessary to operate Attorney's private legal services business.

4. **OTHER INDIGENT DEFENSE ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the County has entered into, or contemplates entering into, separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the Benton County Superior Court, the Superior Court Administrator, the PDM, and any attorneys hired and employed by the County ("Public Defenders") to provide criminal defense services to persons accused of felony crimes in Benton County Superior Court, to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney, said other independent contractor attorneys, and said Public Defenders (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in Benton County Superior Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any felony matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in Benton County Superior Court.
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any misdemeanor or gross misdemeanor filed directly in Benton County Superior Court, whether as a part of another separate case or filed independently.
- Any material witness matter relating to a felony case or matter filed in Benton County Superior Court.
- Any case or matter returned to Benton County Superior Court from any higher court.
- Any other type of Benton County Superior Court case or matter in which another Benton County Superior Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County Superior Court is unable to handle due to a conflict of interest.

- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.

- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.

- Any case or matter initially filed in Benton County District Court but then transferred to Benton County Superior Court, including those cases in which the felony charge later is reduced to a non-felony charge.

- Any case or matter for which post-conviction representation is mandated by law including, but not limited to, sentence reviews and requests for furloughs (only as appointed by the Superior Court).

- Homicide and persistent offender cases (only if Attorney requests such appointments and is qualified).

6. **CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empaneled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. Provided, however, that if a case, where the empaneled jury is unable to reach a verdict, is re-tried, Attorney shall only be entitled to the trial per diem, if applicable, for the re-trial, and not for any additional case credit. Provided further, however, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessary, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such a program and is ordered to show cause why their participation in such a program should not be terminated. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8 herein.

Unless otherwise subsequently agreed by and between the parties, Attorney shall continue representation of clients in cases appointed under or pursuant to this Agreement until such cases are Timely and Fully Complete as that term is defined in this section 6, even if work on such cases will continue beyond the time when this Agreement is terminated or expires.

7. **NUMBER OF APPOINTMENTS.** Attorney agrees to, and shall accept, up to 40 cases during the term of this Agreement.

8. **CASE COUNTING.**

Benton County does not employ a case weighting system for Superior Court appointments. Therefore, all new criminal case appointments that meet the definition of a "case" in SID 3.3 shall each count as one case toward Attorney's maximum annual caseload as set forth in Section 7 herein.

Specifically, the following types of appointments shall count as a case:

Type of Matter	Treatment
Any new criminal case filed in Superior Court	Counts as 1 case
DOSA, SSOSA, or Sentence review on another attorney's case	Counts as 1 case. If reviews extend beyond a year, then it is considered Attorney's case and additional compensation shall be paid according to the terms of Section 12 herein
Post-sentencing matter on another attorney's case	Counts as 1 case
Sentencing for another attorney's case	Counts as 1 case
Child support contempt conflict case	Counts as 1 case
Civil commitment conflict case	Counts as 1 case
Homicide or persistent offender cases (if applicable)	Counts as 1 case (Attorney shall be entitled to enhanced compensation for these types of cases pursuant to the terms of Section 13 herein).

The following types of appointments types do not qualify under the definition of a "case" but do entitled Attorney to additional compensation according to the terms of Section 12 herein:

Material witness matters
Provisional representation during preliminary appearances to cover for the unavailability of a Staff Defender
DOSA, SSOSA, or Sentence Reviews on Attorney's own cases

a. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County Superior Court and Attorney continues representing the same person in such matter within a twelve (12) month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's

continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

b. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Further provided, however, that the PDM may in his sole discretion adjust the case equivalent total after consultation.

9. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that that the client's circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Benton County Superior Court aware of such development for purposes of the Court taking action to appoint another attorney to assume and undertake legal representation in such case.

11. **SCOPE OF REPRESENTATION; FILE RETENTION; CONVICTION OF CRIMINAL OFFENSE**. Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's obligation to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face with such person within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. The manner of storage, the portion or portions of case records that must be stored, and the required period of storage, shall comply with any and all applicable Rule of Professional Conduct, Washington State Bar Ethics Opinion, case law, and court rule.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute a substantial and incurable breach of this Agreement and result in the immediate and automatic termination of this Agreement. Even if County is timely notified, County

may elect, at its sole discretion, to terminate this Agreement and if it elects to do so, may do so with ten (10) days written notice to Attorney:

(i) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or misdemeanor sex offense under the laws of the State of Washington, any other State, or Federal law.

(ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or

(iii) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other State or Federal Statute

(iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated in the amount of **$680 per case**. Attorney is eligible to receive compensation for any given case upon conflict check and filing of a Claim for Compensation. Attorney shall receive additional compensation for the following assignments:

Type of Assignment	**Additional Compensation**
Class A felony	$680
Unusually complex or laborious cases	Up to $1,360 (at the discretion of the Public Defense Manager)
Material witness matters	$225
Provision representation during preliminary appearance dockets (Monday, Tuesday or Friday) to cover for a Staff Defender's unavailability	$175
DOSA or SSOSA review on Attorney's own case	$225 per year that reviews continue
Post-sentencing matter on Attorney's own case	$225

In order to receive additional compensation for the assignments listed above, Attorney shall submit Claims for Compensation pursuant to the terms of Section 12c. below.

b. In addition to receiving the above-stated compensation under paragraph 12.a., Attorney shall receive $400.00 per day for each full day of trial and $200.00 for each

partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual trial proceedings going beyond 2 p.m. each day. "Trial" for purposes of this paragraph 12.b. only, shall be defined as actual proceedings related to a jury or bench trial in court, and on the record, including jury selection, all portions of the trial, and any special set sentencing proceeding. Trial shall not include any time awaiting a jury decision (even if Attorney is required to remain in or close by the courthouse) and also shall not include any time conferring with the Judge or any other persons off the record. In any case where Attorney has actually expended time or resources preparing for trial and, because of either a motion to dismiss by the prosecutor or the extension of a more favorable offer by the prosecution communicated on the day of trial, the need for trial is permanently eliminated, then Attorney shall nonetheless be entitled to a trial per diem in the amount of $400.00 if the matter was scheduled for a jury trial or $200.00 if the matter was scheduled for a bench trial. Attorney may seek compensation for trial per diem by submitting a claim for compensation utilizing the procedure set forth in paragraph 12.d. below. Any claims for trial per diem for matters where the trial was canceled permanently due to a better plea offer or motion to dismiss by the prosecutor on the day of trial shall include a statement that the Attorney did actually expend time or resources preparing for the trial and that the better plea offer or motion to dismiss was not fully anticipated at a time prior to the day of trial.

c. Attorney acknowledges and agrees that the above-stated compensation to Attorney under paragraphs 12.a. and 12.b. shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement, and Attorney shall not be entitled to receive any other additional compensation for services performed under this Agreement.

d. No claim for compensation is necessary for Attorney to receive the monthly compensation due under Section 12a. herein. As a precondition to Attorney receiving payment of the additional compensation specified under paragraphs 12.b. above, or for the specific assignment types warranting additional compensation as listed in Section 12a., Attorney must submit a claim for compensation to the PDM that includes the necessary information specified in said paragraphs (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims for compensation shall not be billable to the County. All claims for compensation shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for compensation to the PDM within sixty (60) days of Attorney becoming entitled to receive such compensation, and the County shall have the right to deny payment of any claim for compensation that is not timely submitted within said requisite sixty (60) day period. e. If any submitted claim for compensation is disapproved by the PDM in whole or in part for any reason(s), the PDM shall promptly provide Attorney with written notice of such disapproval that specifically identifies and describes the reason(s) for disapproval ("Dispute Notice"). Upon Attorney's receipt of a Dispute Notice, Attorney must notify the PDM in writing within ten (10) business days thereafter if Attorney disputes, and desires to have the PDM reconsider, the Dispute Notice, and Attorney must include with that notice to the PDM any information and/or documentation that Attorney wants the PDM to review and consider as part of that reconsideration process (including, without limitation, full copies of any documents from the official court file relating to the particular case(s) addressed by the Dispute Notice, which court-filed documents the parties' hereby agree shall be conclusively presumed as

being complete and accurate for purposes of addressing and resolving any contested Dispute Notice). If Attorney fails to duly respond to a Dispute Notice within said ten (10) day period, the contents of the Dispute Notice shall then become conclusively binding on Attorney and shall be used by the County to calculate and make any compensation payment to Attorney arising from the disapproved claim for compensation. If Attorney duly responds to a Dispute Notice within said ten (10) day period, and if the result of the above-referenced reconsideration process does not fully resolve the disputed issue(s) arising from the Dispute Notice, the parties may then proceed to address and resolve the disputed issue(s) pursuant to the provisions of paragraph 31 below.

f. Attorney shall notify the PDM about any case appointment for which Attorney has already been compensated but for which Attorney has lost eligibility for full case equivalent credit by virtue of a substitution of counsel or withdrawal by Attorney for any other reason before the omnibus hearing as provided in paragraph 8.(xi) above. Attorney shall provide such notice within thirty (30) days of such event (i.e., the substitution of counsel or withdrawal by Attorney resulting in lost eligibility for full case equivalent credit) and, if Attorney believes partial/fractional case equivalent credit is warranted under the provisions of above paragraph 8.(xi), Attorney shall include with such notice a written claim for partial/fractional case equivalent credit to be potentially used and applied for purposes of reversing the previously-awarded full case equivalent credit and correspondingly reducing the compensation previously paid to Attorney based thereon. If Attorney fails to notify the PDM as required in this paragraph 12.f. within said thirty (30) day period, Attorney shall forfeit any eligibility for partial/fractional credit and shall receive no credit for the particular case appointment even if Attorney performed services for which partial/fractional case equivalent credit may have otherwise been awarded under paragraph 8.(xi).

g. The County shall have the right at any time (even after compensation has been paid to Attorney) to audit records pertaining to Attorney's case appointments under this Agreement, and if such audit determines that Attorney has lost eligibility to receive a full case equivalent credit for a particular case appointment by virtue of a substitution of counsel or withdrawal by Attorney for any other reason, the County shall then be entitled to immediately setoff and deduct any compensation amount(s) previously paid to Attorney for such case appointment, but for which Attorney is no longer eligible to receive, from any compensation amounts then due or thereafter becoming due to Attorney hereunder. Attorney's potential eligibility to receive partial credit for such cases shall be determined pursuant to above paragraphs 8.(xi) and 12.f.

h. To assist County in maintaining accurate caseload records, Attorney shall provide County with monthly caseload reports, containing an accurate listing of cases and other matters appointed during the month. These reports shall use the form and format prescribed by County, and are due on the 15th day of the following month. For example, the caseload report for February, 2019 is due by March 15, 2019. Failure to submit caseload reports shall constitute a breach of this contract and Attorney's compensation may be withheld until Attorney is in compliance.

i. County will compare submitted caseload reports with its internal records and note any discrepancies. If any are found and County cannot reasonable resolve it, then Attorney will be notified of such discrepancy by way of a Discrepancy Report. Thereafter, Attorney shall be responsible for providing records sufficient to prove

Attorney's appointment to the case in question and entitlement for credit. If Attorney is unable to do so or does not do so within 10 business days of receiving a Discrepancy Report from the County, then Attorney may be regarded as having forfeited credit for the case in question.

13. **HOMICIDE/PERSISTENT OFFENDER CASES.** If Attorney wishes to be appointed to provide public defense services on Homicide and Persistent Offender cases, and is capable and certified to do so (under State court rules as well as local rules and Superior Court practices) then Attorney may be so appointed. For Homicide and Persistent Offender cases, Attorney shall be entitled to compensation in the amount of $75 per hour, up to an initial maximum of $10,000, billed in increments of 1/10 hours. Upon consultation, the Public Defense Manager may increase the maximum in whatever increments he sees fit, by issuing a Funding Authorization email through OPD's email-based funding authorization system.

14. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDM for the service provider (e.g., private investigator, psychologist/psychiatrist, interpreter, testing lab, or expert witness) to be compensated directly by the County provided that, however, Attorney shall not incur any such expense (and shall not direct a service provider to incur any expenses), nor shall Attorney be entitled to be reimbursed or the service provider compensated for any such expense, unless such expense has been pre-approved by the PDM in writing pursuant to pre-approval process established by the PDM and promulgated by written policy. Such pre-authorization will state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such pre-authorization may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being eligible to be reimbursed or a service provider being eligible to be compensated for an expenditure under paragraph 14.b., either Attorney or the service provider shall be required to submit a claim for reimbursement/compensation to the PDM that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the PDM's pre-authorization that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims shall not be billable to the County. All payment vouchers and claims for reimbursement/compensation under this paragraph shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for reimbursement to the PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class-A or other serious or complex felony matters hereunder in Benton County Superior Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the PDM appoint one of the other Benton County Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The decision about whether or not to appoint an additional Attorney for assistance shall be made in the sole and absolute discretion of the PDM. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Benton County Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Benton County Superior Court determines in any particular matter that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the County recognizes that the Court would have the ultimate and inherent discretion and power to do so.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or any other type of legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and

agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings; provided that, however, the County shall, at all times, retain the full and exclusive right to control the terms and conditions of any type of settlement or other resolution of any such suit or legal proceeding. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE**.

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than $1,000,000.00 per claim nor less than $1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than $10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement form and including Contractual Liability coverage) in the amount of not less than $1,000,000.00 per occurrence nor less than $2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than $1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County

Superior Court, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the PDM, another employee/representative of the County's Office of Public Defense, or the Benton County Superior Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and is not readily subject to resolution simply by facilitating communication between Attorney and client, a written, dated, and signed statement shall be obtained from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall be provided to the PDM.

a. Upon receiving such complaint, the PDM, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall promptly forward a copy of the complaint to Attorney and request Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the PDM within five (5) business days). The PDM shall then review the complaint and Attorney's response thereto and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM may then follow-up with the Benton County Superior Court to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. The foregoing procedure does not interfere with or otherwise impair the Benton County Superior Court's ability and/or duty to monitor the performance of attorneys appearing before the Court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the

County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County Superior Court and/or the Superior Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

19. **TERMINATION.**

a. In addition to any other automatic or discretionary termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder; and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

Further, in the event that the Benton County Superior Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to such substitute appointment(s); and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence if the failure(s) is/are not cured within said ten (10) day period (e.g., termination without further notice or potential termination upon further notice). The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. Attorney shall continue to receive case appointments during said sixty (60) day notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above. A sixty (60) day notice of termination given by either party under this paragraph 19.c. shall

be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, Attorney shall be entitled to be paid for any unpaid compensation duly earned by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide public defense representation in Benton County Superior Court through a County agency (such as an Office of Public Defense or similar entity) that would reduce or fully eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic nor in any way guaranteed.

20. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County Superior Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the PDM, the Superior Court Administrator, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a-d. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney

assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the Superior Court Administrator and the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any

reasonable back-to-civilian-life transition time requested by Attorney upon return. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written request to the PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

d. Attorney may sub-contract substantially all of the duties to be provided pursuant to this Agreement provided that all of the following conditions are met:

(i) The proposed sub-contractor meets all the criteria set out in Section 3 of this Agreement; and

(ii) County agrees to the selection of the sub-contractor in its sole and exclusive discretion; and

(iii) Sub-contractor signs an acknowledgement and agreement to abide by all the terms and conditions of this Agreement (in such form as may be required by County); and

(iv)

In the event that Attorney sub-contracts substantially all of the duties to be provided pursuant to this Agreement, Attorney agrees to continue to be professionally responsible for all of the work performed pursuant to this Agreement (even if the work is actually performed by the sub-contractor), and agrees that Attorney's obligations in Section 14. Indemnification and Hold Harmless, continue to apply to any work that is performed by a sub-contractor.

22. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the expiration date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County Superior Court.

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

24. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending

before the Benton County Superior Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion.

25. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

26. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

27. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

28. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

29. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be determined by arbitration to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

30. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

31. **DISPUTE RESOLUTION.**

a. The parties hereby specifically waive, release, and irrevocably relinquish any and all right to file a court lawsuit of any type to address any claims or dispute between the parties involving the performance or interpretation of this Agreement or that in any

other way relate to, or arise from, this Agreement, and regardless of whether money damages, equitable relief, or any other type of relief is being sought. Provided, however, if necessary due to a party's disregard of and failure to abide by the non-judicial Dispute Resolution provisions contained in this paragraph 31, the other party may pursue court action to seek and obtain an order compelling and enforcing such Dispute Resolution provisions, and as part of such action and court order, the court shall order the party not complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs.

b. Accordingly, in furtherance of the parties' above-stated agreement to submit any and all claims and disputes to non-judicial resolution, in the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, or that in any other way relates to, or arises from, this Agreement, either party may then make written demand on the other party to submit the dispute to mediation through the assistance of an experienced mediator chosen by mutual agreement of the parties who must be a Washington-licensed attorney experienced in contract disputes. The mediation shall occur within thirty (30) days of the mediation demand, unless the parties mutually agree otherwise. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

c. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes). The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days after the unsuccessful mediation session, the arbitrator(s) shall be selected and designated, and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s), unless the parties mutually agree otherwise. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

32. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at his below-stated office address; mailed to the County's PDM at his

below-stated office address via certified U.S. mail, postage prepaid; or emailed to the County's PDM at the below-stated official email address for notices:

Eric Hsu, Public Defense Manager
Benton Office of Public Defense
7122 West Okanogan Place, Building A
Kennewick, WA 99336

OPDNotices@co.benton.wa.us

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be either personally delivered to Attorney at his/her below-stated business address; mailed to Attorney at his/her business address set forth in paragraph 2.a above, via certified U.S. mail, postage prepaid; or emailed to Attorney at his/her business email address set forth in paragraph 2.a.

c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to the recipient in the manner described above. A party may change the address(es) to which notices are to be sent by giving notice of such change of address(es) in conformity with the above provisions of this paragraph for the giving of notice.

33. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

34. **PUBLIC DEFENSE MANAGER.** Attorney acknowledges that the County has employed the above-referenced PDM to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate with the PDM (and his designees), and to promptly comply with reasonable requests from the PDM (and/or his designees), to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

33. **PERFORMANCE STANDARDS MONITORING**. The parties agree and acknowledge that the County, pursuant to its legal duty to provide effective and competent public defense representation, and needing a reasonable, effective and relatively objective way to gauge the effectiveness of contract public defenders, will, by and through its Office of Public Defense, monitor the effectiveness and competence of contract public defenders, including

Attorney, by Performance Standards Monitoring ("Monitoring"). Attorney understands that her performance and eligibility for future contracts will be evaluated based on data collected through Monitoring and the County Office of Public Defense may, but is not obligated to, from time to time make known to Attorney any opportunities for improvement as observed through Monitoring efforts and/or issues that need to be addressed. Attorney further agrees to reasonably cooperate with County, its Office of Public Defense, and any staff from that office that are engaged in Monitoring efforts so that data collected through such efforts are accurate and timely. The actual Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit "A" to this Agreement, the acknowledgement of which, by Attorney's affirmative signature, is required to fully execute this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

_____
Clerk of the Board

Approved as to Form and Content

_____
Eric Hsu
Public Defense Manager

ATTORNEY

Date 7/24/2020

_____
Heather Villani, WSBA 44973
Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 34 of this Agreement and that said Monitoring will comprise of the following:

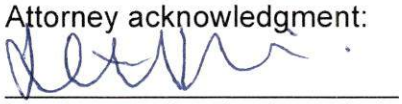
a. Metrics Monitoring will entail the collection of the following metrics specific to Attorney:

- Trials held and cases disposed of with favorable resolutions at trial readiness
- 3.5, 3.6 and other significant motions filed
- Motions filed under RCW 10.77 for competency evaluations
- Number of cases disposed of at trial readiness with dismissal or other comparable favorable result
- Number of cases where investigative services were requested
- Number of visits to incarcerated clients in Benton County Jail
- Number of client complaints

b. Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including, but not limited to pre-trial dockets, motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate, among other things:

- Attorney's preparedness and readiness
- Attorney's interactions with clients
- Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment:



I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions, such as renewals, extensions, caseload increases, or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Planning Dept Nbr: 116

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
558.600	1328	Senior Planner	$46,498
TOTAL			$46,498

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
558.600	1327	Principal Planner	$46,498
TOTAL			$46,498

Explanation:

To appropriate funding for Principal Planner. The change is budget neutral and is part of the re-organization of the Planning Department over the 2019-2020 budget cycle, does not result in an increase in positions, and is a result of internal movement. Position is effective April 1, 2020. The Senior Planner position will be unfilled. Line item amount to be transferred is the balance after payroll posts on April 5, 2020.

Prepared by: Date: 02-Mar-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	3/10/2020	Execute Contract		Consent Agenda	X
Subject:	Road Vacation	Pass Resolution	X	Public Hearing	
Prepared by:	CRW	Pass Ordinance		1st Discussion	
Reviewed by:	DD	Pass Motion		2nd Discussion	
		Other		Other	

BACKGROUND INFORMATION

Due to the realignment of Clodfelter Road a portion of the road has become an unusable remnant.

SUMMARY

A public hearing was held on February 25, 2020, at 9:00 a.m., in which the Commissioners approved the vacation.

RECOMMENDATION

Public Works recommends that the Commissioners approve the consent agenda and sign the Resolution vacating the proposed right of way.

FISCAL IMPACT

None

MOTION

Approve Consent Agenda, which includes the signing of the resolution to vacate the right of way.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: PROPOSED VACATION AND ABANDONMENT OF A PORTION OF CLODFELTER ROAD 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, WM;

WHEREAS, a public hearing for February 25, 2020 to consider the vacation and abandonment of the portion of Clodfelter Road as shown on Exhibit A attached hereto; and

WHEREAS, the right of way requested for vacation and abandonment is a 60.00' wide strip of land currently lying between parcels # 112881000008000 and112881000007001; and

WHEREAS, easements are required to remain for utilities; and

WHEREAS, there being no further testimony forthcoming, the Board closed the Public Hearing and finds as follows:

1. Notice of public hearing was given as provided by statute;

2. After field review the County Engineer recommended that the public will be benefited by the road being vacated and abandoned, and the road is useless as part of the county road system; **NOW, THEREFORE**

BE IT RESOLVED that the portion of Clodfelter Road 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, W.M., Benton County Washington and depicted in Exhibit A attached hereto, be vacated and abandoned; and

BE IT FURTHER RESOLVED the easements for the utilities currently occupying the portion of the vacated right-of-way will be reserved.

Dated this 10th day of March, 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Benton County Public Works

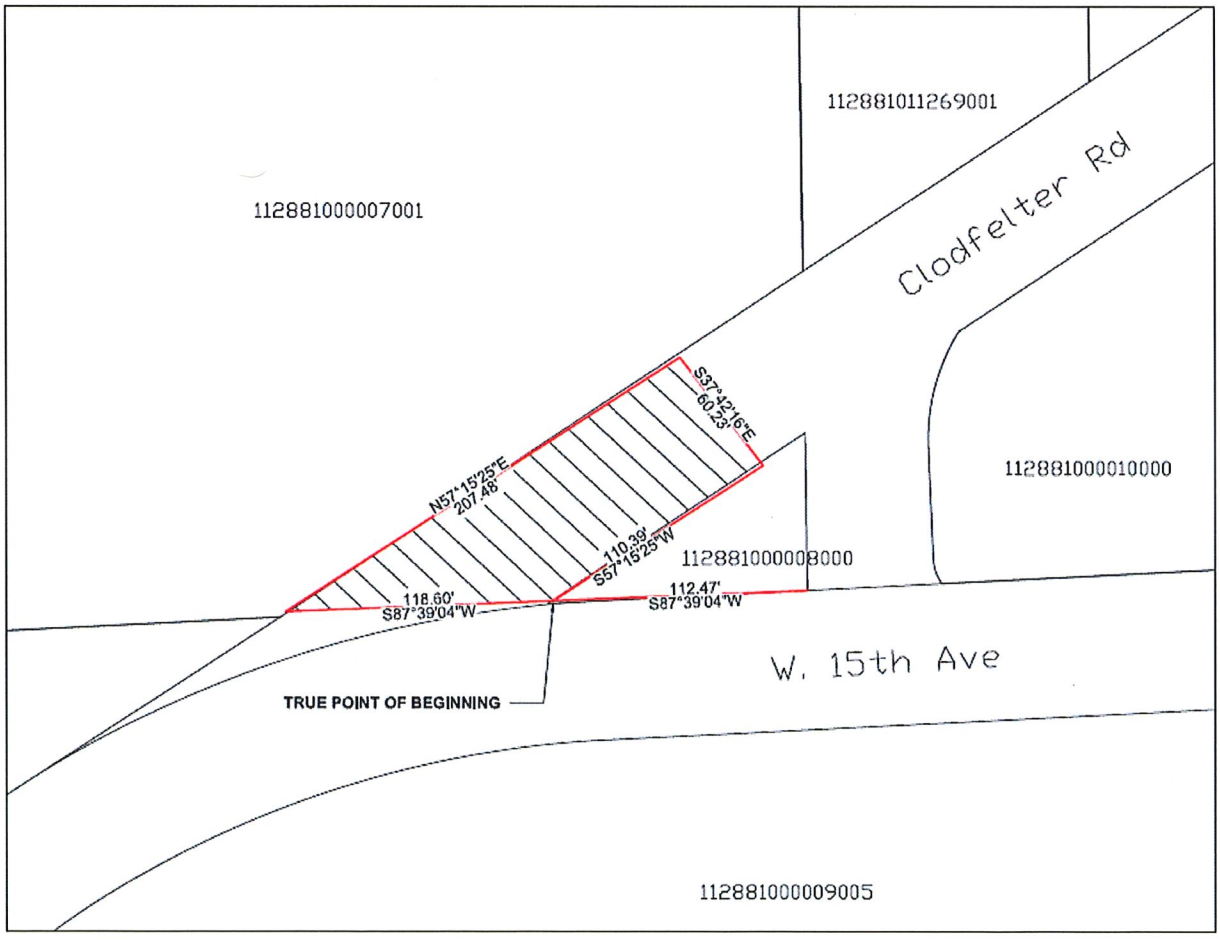
Douglas D'Hondt

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



AGENDA ITEM		TYPE OF ACTION			
Meeting Date :	3/10/2020	Execute Contract :		Consent Agenda :	X
Subject :	Speed limits on County Roads	Pass Resolution :	X	Public Hearing :	
Prepared by :	CW	Pass Ordinance :		1st Discussion :	
Reviewed by :	DD	Pass Motion :		2nd Discussion :	
		Other :		Other :	

BACKGROUND INFORMATION

Summit View Court in the Bridlewood subdivision located off Sagebrush Road has been completed accepted for maintenance by Benton County. Several new homes will be constructed in this area. New homes will generate traffic on this residential neighborhood street.
Clearview Loop, Fairview Loop and Harper Mae Court are already established County roads where no formal speed limits have been established. Therefore, the enforceable speed limit is 50 mph.

SUMMARY

Clear View Loop, Fairview Loop, Harper Mae Court and Summit View Court are residential streets that serve local traffic only. Interior local access streets such as these typically have speed limits of 25 mph.

RECOMMENDATION

Establish 25 mph speed limits on Clear View Loop, Fairview Loop, Harper Mae Court and Summit View Court.

FISCAL IMPACT

Normal and routine traffic control included in the budget.

MOTION

Adoption of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING TRAFFIC CONTROL ON CLEAR VIEW LOOP, FAIRVIEW LOOP, HARPER MAE COURT AND SUMMIT VIEW COURT BY SETTING THE SPEED LIMITS TO 25 MPH

WHEREAS, the County Engineer has identified Clear View Loop, Fairview Loop, Harper Mae Court and Summit View Court which are local access roads; and

WHEREAS, the County Engineer recommends placing a 25 mph speed limit on these County roads based on the character of the roads; and

WHEREAS, the Board of County Commissioners of Benton County, Washington, is desirous of making certain restrictions on the traffic using the County Roads designated below in the protection of life, health, safety, welfare and convenience of the inhabitants of the County; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads shall be as follows:

It shall be unlawful for the operator of any vehicle to operate the same in excess of 25 mph on the following roadways:

Clear View Loop – Loop to Summit View Drive
Fairview Loop – Loop to Summit View Drive
Harper Mae Court – Sagebrush Road to cul-de-sac
Summit View Court – Sagebrush Road to cul-de-sac

Dated this 10th day of March, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest : _____
Clerk of the Board

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

Orig.: Public Works
c: Sheriff; GIS

C. Woods

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	**March 10, 2020**	Execute Agreement		**Consent Agenda**	**X**
Subject:	**E. R. & R Purchase**	Pass Resolution	X	**Public Hearing**	
Prepared by:	**MLM**	Pass Ordinance		**1st Discussion**	
Reviewed by:	**RB**	Pass Motion		**2nd Discussion**	
		Other		**Other**	

BACKGROUND INFORMATION

The Road Department has a 2010 Freightliner in the fleet. This vehicle is typically used to haul a water tank trailer or the low boy trailer for moving equipment. The vehicle runs well but the current transmission gear split is difficult to operate when at low speeds or when hauling heavy loads.

Quotes were solicited from the following companies to provide quotes for supplying one 18 speed transmission and clutch assembly:

WOODPECKER TRUCK, Pendleton, OR	$ 8,452.84 plus WSST
KENWORTH SALES, Pasco, WA	$10,447.54 plus WSST
JIM'S PACIFIC GARAGES, Pasco, WA	$12,193.13 plus WSST

SUMMARY

Quotes were solicited to supply a transmission and Woodpecker is the lowest bidder.

RECOMMENDATION

The Board of Benton County Commissioners hereby approves the purchase of One 18 speed transmission and clutch assembly from Woodpecker Truck, Pendleton, OR for $8,452.84 plus WSST.

FISCAL IMPACT

Up to $8,452.84 plus WSST and budgeted in the ER&R fund.

MOTION

Approve the resolution as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING PERMISSION TO PURCHASE ONE EATON FULLER 18 SPEED TRANSMISSION AND CLUTCH ASSEMBLY FROM WOODPECKER TRUCK IN PENDLETON, OR FOR $8,452.84 PLUS WSST

WHEREAS, per Resolution 2012-677, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

WHEREAS, per Section 2.2.2 (Purchases or Leases between $5,000 and $24,999), county departments are required to obtain quotations from at least three (3) vendors on the vendor list and such purchase is to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, quotes were solicited from the following companies to provide quotes for supplying one 18 speed transmission and clutch assembly:

WOODPECKER TRUCK, Pendleton, OR	$ 8,452.84 plus WSST
KENWORTH SALES, Pasco, WA	$10,447.54 plus WSST
JIM'S PACIFIC GARAGES, Pasco, WA	$12,193.13 plus WSST

WHEREAS, the Fleet Superintendent reviewed the quotes for completeness and recommends the purchase of one Eaton Fuller 18 speed transmission and clutch assembly from Woodpecker Truck, Pendleton, OR; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners hereby approves the purchase of one Eaton fuller 18 speed transmission and clutch assembly from Woodpecker Truck, Pendleton, OR for $8,452.84 plus WSST.

Dated this 10th day of March 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: ER&R Department
c: Auditor

M. McGhan

WOODPECKER TRUCK

40275 Clark Lane I-84 Exit 202 P.O. Box 1306
Pendleton, OR 97801
Phone: 541-276-5012 Fax: 541-276-9237
Toll Free: 888-WOODPECKER (966-3732)
www.woodpeckertruck.com

INVOICE DATE	
02/28/2020 12:31PM	
INVOICE NO.	PAGE
QUOTE	1
CUSTOMER NO.	
06560	

SOLD TO:
BENTON COUNTY ROAD DEPT
PO BOX 1001
PROSSER WA 99350

SHIP TO:
BENTON COUNTY ROAD DEPT
14303 HINZERLING RD
PO BOX 1001
PROSSER WA 99350

CUSTOMER P.O.	REFERENCE NO.	CUSTOMER PHONE	SALESMAN
TRANS	985561	(509) 786-3663	12 000/12 000

QTY	PART NUMBER	DESCRIPTION		PRICE/PER	EXTENSION
		QUOTE VALID FOR 30 DAYS EXPIRES: 03/30/2020			
		TO BE DELIVERED			
		THIS CUSTOMER REQUIRES A PURCHASE ORDER**********			
1	MI RTLO18918B	TRANS	7900.00 EXC	4542.50EA*	4542.50
1	MI RTLO18918B-C1	CORE CHARGE	7000.00 CHG	3500.00EA*	3500.00
		MISC PARTS			500.00CR
		CORE EXCHANGE 10SPD			
1	SH C30892520	CLUTCH 155 1860 MAN	1092.41	910.34EA*	910.34
	Net Core Charges: 3500.00				



QUOTE VALID FOR 30 DAYS EXPIRES: 03/30/2020

NO REFUND WITHOUT THIS INVOICE. 20% Restocking fee plus freight charge on all returned parts. No parts returnable after 10 days. Non-stock parts are not returnable. No returns on electrical items.
CORE RETURN POLICY: All Cores Must Be Returned Within 30 Days. Core Credit Only if Meets Vendor Requirements. It is understood that purchaser is buying any used part (or parts) as listed in its present condition, "AS IS", including latent defects, without any representations or warranties, express or implied unless they are expressly set forth herein.

FREIGHT	SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
	8452.84	TAXABLE WA	726.94	9179.78

CUSTOMER SIGNATURE
X

TERMS
QUOTE

KENWORTH SALES

Quote PASIN3736503

2402 N. Commercial
Pasco, WA 99301
(509) 542-0138

Dealer: T059

Ordered	Ship Date	Terms	PO #
2/27/2020	2/27/2020	Net10th Prox	

Bill To

BENTON COUNTY PUBLIC WORKS - - PAS2745
PO BOX 1001
PROSSER, WA 99350

Ship To

COUNTY OF BENTON - PAS2745
620 MARKET STREET
PROSSER, WA 99350

Entered By	Customer PO	Reference	Sales Rep	Warehouse	Ship Via	Tax %	GST
Ricky Borts	QUOTE		Not Applicable	PAS	Will Call	8.6	0

ALQ	Part Number	Description	Bin1	Bin2	Qty	OH	BO	Shp	UOM	Price	Amt
0	MIS18919B	TRANS	SPORDER		1	0	0	0	EA	$5,886.69	$5,886.69
0	18919B-CORE	18919B-CORE	SPORDER		1	0	0	0	EA	$3,581.08	$3,581.08
0	309701-82	SELF-ADJ 15.5, 1700 TRQ, DAMPER, 7-SPR	L03		1	1	0	0	EA	$769.84	$769.84
0	PGLPS386PL	FLUID-TRANSMISSION SYNT PAIL 5GA	SPORDER		1	0	0	0	EA	$209.93	$209.93

Subtotal	$10,447.54
No Charge	($0.00)
Core Return	($0.00)
Tax	$898.49
Discount	($0.00)
Total	$11,346.03

Notes

Your core would be no good you would get no core credit.

Ricky Borts

First Printed: 02/27/20 12:59:23 PM **Last Printed: 02/27/20 12:59:54 PM**

PASIN3736503

Jim's
PACIFIC GARAGES, INC.
2708 N COMMERCIAL AVE PASCO, WA 99301
(509) 547-7770 (800) 723-7770 www.JimsPacificGarages.com

FREIGHTLINER WESTERN STAR DETROIT Cummins

ESTIMATE: E100008662

BILL TO

BENTON COUNTY ROAD DEPT - 10122
PO BOX 1001
PROSSER, WA 99350

DELIVER TO

BENTON COUNTY ROAD DEPT - 10122
102808 WISER PARKWAY
KENNEWICK WA 99338
P: (509) 786-5611

DATE SHIPPED	SHIP VIA	DATE INVOICE	SALESPERSON	UNIT ID	VIN	TERMS	CUSTOMER REFERENCE
2/28/2020	BEST WAY POSSIBLE		Zoe			AR	

QTY SHP	QTY B/O	ITEM	DESCRIPTION	BIN	UNIT PRICE	EXTD PRICE
1		100D/FUL TA F08 50R	TRANS RTLO 16918B PERF REMA *D	NOLOC	8,081.48	8,081.48
1		100D/FUL TA F08 50R-CORE	TRANS RTLO 16918B PERF REMA *D	NOLOC	3,600.00	3,600.00
1		100D/ABP N25 208925 82	CLUTCH,15-1/2" X 2" EE, 3600/1	4D4	511.65	511.65

ESTIMATE

TERMS & CONDITIONS: All invoices are due within 30 days of invoice date. A late charge of 1.5% per month (18% per year) will be applied to balances over 30 days. Buyer agrees to pay all reasonable attorney's fees in case of suit.

DISCLAIMER OF WARRANTIES: Any warranty on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the sell neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. In no event shall we be liable for incidental or consequential damages or commercial losses arising from such purchase.

RETURN POLICY: No returns on electrical parts. No return on special orders. 15% restocking fee on returns. No returns after 10 days. Returned goods must be accompanied by this invoice.

SUB-TOTAL	$ 12,193.13
TAX	$ 975.45
SHIPPING	$ 0.00
TOTAL	**$ 13,168.58**

Delivered by: _____ Date: _____ Cores Received __Y__ N

SIGNATURE X _____

eSubscriber

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	**March 10, 2020**	Execute Agreement		**Consent Agenda**	**X**
Subject:	**E. R. & R Purchase**	Pass Resolution	X	**Public Hearing**	
Prepared by:	**MLM**	Pass Ordinance		**1st Discussion**	
Reviewed by:	**RB**	Pass Motion		**2nd Discussion**	
		Other		**Other**	

BACKGROUND INFORMATION

The Road Department has need for two Rear Cross Conveyor belts for road shoulder maintenance work. One is to replace a damaged unit #0458 - $4,417.00 paid for by ER&R Fund from the collected replacement funds, and the remainder of $3,190.05 plus the entire WSST paid for by the Road Fund. The second one is additional due to an increase in crew size and change of operations in the Road Department - $7,607.05 plus WSST paid for by the Road Fund.

Northend Truck Equipment in Marysville, WA is current State of Washington Contract retailer for Monroe Rear Cross Conveyor belts. State Contract #01117:

Rear Cross Conveyor belt with light kit is $7,607.05 plus WSST each.

SUMMARY

Northend Truck Equipment in Marysville, WA is current state contract retailer for Monroe products.

RECOMMENDATION

The Board of Benton County Commissioners hereby approves the purchase of two Rear Cross Conveyor belts for $15,214.10 plus WSST on State Contract #01117.

FISCAL IMPACT

$4,417.00 budgeted in the ER&R Fund and $10,797.10 plus all WSST from the Road Fund.

MOTION

Approve the resolution as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF 2 TRUCK MOUNTED REAR CROSS CONVEYORS FOR ROAD SHOULDER MAINTENANCE FROM NORTHEND TRUCK EQUIPMENT UTILIZING WASHINGTON STATE CONTRACT NO. 01117 BY BENTON COUNTY PUBLIC WORKS DEPARTMENT

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, Washington State Contract No. 01117 allows for the purchase of Truck Mounted Rear Cross Conveyors from Northend Truck Equipment for $7,607.05 plus Washington State Sales Tax; and

WHEREAS, the Public Works Department is in need of 2 Truck Mounted Rear Cross Conveyors used for road shoulder maintenance work; and

WHEREAS, the Fleet Superintendent recommends purchasing the Truck Mounted Rear Cross Conveyors from Northend Truck Equipment; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Fleet Superintendent's recommendation and authorizes the purchase of 2 Truck Mounted Rear Cross Conveyors utilizing Washington State Contract No. 01117 from Northend Truck Equipment in the amount of $15,214.10 plus WSST.

Dated this 10th day of March, 2020.

_____
Chairman of the Board

_____
Chairman ProTem

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest _____
Clerk of the Board

Original: Public Works Dept.
cc: Auditor

M. McGhan

Northend Truck Equipment

14919 - 40th Ave. N.E.
Marysville, WA 98271
Ph: 360-653-6066 Fax: 360-653-0100
1-800-653-6066
www.northendtruck.com

Price Quotation For: **PQ# 022720BE**

2/27/2020

Michael McGhan
Benton County Road Dept.
Fleet Superintendent
509-539-4769
Michael.McGhan@co.benton.wa.us

State of Washington Current Contract Information
Effective Date: 5/1/2018
Contract number: 01117
Contract title: Dump Bodies, Snow Plows Various Types, Controls & Service

Excel#	Item #	Description	Qty	Unit Price	Total Price
		Category A: Hopper Sander; 5-10 Yard with Pre-wet			
187	11	MS10318 REAR CROSS CONVEYOR 18" BELT WIDTH (201 STAINLESS STEEL CONSTRUCTION) Standard Equipment: 3/16" 201SS steel trough with ¼" one-piece endplate, two adjustable feed gates with rubber sealers. Conveyor is straight belt type with 3/8" thick belting that is temperature resistant to 350 degrees Fahrenheit. The adjustable rubber shields between conveyor belt and material hopper sides are 5/16" thick. All interior seams are to be continuously welded.	1	$8,622.60	$8,622.60
		Deduct for Mild Steel Construction	1	-$1,739.00	-$1,739.00
190	14	Light Kit Cross Conveyor Stop, Turn, Tail W/3bar Cluster, 5' Lead Installed	1	$723.45	$723.45
		Total With Quantity Items Selected			**$7,607.05**
		Applicable Sales Tax Percentage at Delivery Location		***8.00%***	**$608.56**
		Total Price with Tax Included			**$8,215.61**

Notes:

1. Direct Ship for County Install

Accepted: *Dennis Andrews* 2/27/2020 **Accepted:**_____ **Date:** _____

NORTHEND TRUCK EQUIPMENT INC.
Dennis Andrews

Michael McGhan
Benton County Road Dept.
P.O. Number_____

Thank You for your help on this, if you have any questions or need additional information
Please call me at **206-953-8124,** DennisA@northendtruck.com

Sincerely,
NORTHEND TRUCK EQUIPMENT
Dennis Andrews
Government Sales

Washington State Department of Enterprise Services

Contract Summary

Dump Bodies, Snow Plows Various Types, Controls & Services

Contract #: 01117 Replaces: 12304

Products Available: Dump Bodies, Snow Plows, Mounting Equipment, Parts and Services.

Quick Definitions:
- Dump Body: A motor-truck or trailer body that can be manipulated to discharge its contents by gravity
- Snow Plow: An implement or vehicle for clearing roads of snow by pushing it aside

Purpose: The purpose of this Master Contract is to enable eligible purchasers to purchase Dump Bodies, Snow Plows Various Types, Controls & Services.

Contact Info: Marquita Price 360-407-9370 or marquita.price@des.wa.gov

The following awarded vendors are currently available to purchasers:

Western Systems & Fabrication
The Fab Shop
Norstar Industries, INC.
NorthEnd Truck Equipment, LLC.
Viking Cives Midwest

How to use this Contract:
Customers for Contract 01117, Dump Bodies, Snow Plows Various Types, Controls & Services may order directly from the awarded vendors, of the category of supplies or services needed.

Vendor contact information and awarded categories are available by viewing the Current Documents Dropdown below.

Found a Broken Link? E-mail DES so we can fix it ASAP.

Current Term Start Date: 05-01-2018
Current Term Ends On: 05-01-2020
Diversity: 0% WBE 0% MBE

Award Date: 05-01-2018
Final Term Ends On: 05-01-2028
# of Bids Received: 6

Est. Annual Worth:
Commodity Code(s): 765-61

Contact Info: Ashly McBunch (360) 407-2889
ashly.mcbunch@des.wa.gov

Secondary Contact Info: Marquita Price (360) 407-9370
marquita.price@des.wa.gov

Who Can Use This Contract?

- Organizations with Master Contract Usage Agreements
- MCUA Customer Communication Profile
- Oregon Coop Members

- Pricing & Ordering NorStar
- Pricing & Ordering NorthEnd Truck
- Pricing & Ordering The FabShop
- Pricing & Ordering Viking Cives
- Pricing & Ordering Western Systems
- Contract & Amendments NorStar
- Contract & Amendments NorthEnd
- Contract & Amendments The Fab Shop
- Contract & Amendments Viking Cives
- Contract & Amendments Western Systems

- Original Solicitation Documents
- Original Solicitation Amendments
- Specifications

This Contract has no Resource Documents

Showing 1 to 5 of 5 Vendors

All Vendors Per Page. Search Vendors: 1

WESTERN SYSTEMS & FABRICATION	w10370				
THE FAB SHOP	w13531				
NORSTAR INDUSTRIES, INC.	w2159				
NORTHEND TRUCK EQUIPMENT, LLC	w2410				
VIKING CIVES MIDWEST	w43458				

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned | V = Certfied Veteran Owned | S = Self Certified Small

= Veteran Owned = Small Business

Didn't find what you were looking for?

The Contracts Resource Center is here to help.

(360) 407-2210

contractingandpurchasing@des.wa.gov

Find a Contracts Specialist

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AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	Execute Agreement		**Consent Agenda**	**X**
Subject: Accepting work by Goodman & Mehlenbacher on the PR 669 Improvements project	Pass Resolution	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
	Pass Motion		**2nd Discussion**	
Prepared by: slc	Other		**Other**	
Reviewed by: D. D'Hondt				

BACKGROUND INFORMATION

The County entered into a contract with Goodman & Mehlenbacher, Inc. for the construction of the PR 669 Improvements project on August 6, 2019 (Res. 2019-582). Goodman & Mehlenbacher has completed all work required under the contract and all State releases have been received. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

SUMMARY

Goodman & Mehlenbacher has completed the PR 669 Improvements project. All paperwork is complete.

RECOMMENDATION

The County Engineer recommends that the Board formally accept Goodman & Mehlenbacher's work and the project as complete.

FISCAL IMPACT

None.

MOTION

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY GOODMAN & MEHLENBACHER, INC. UNDER CONTRACT FOR C.E. 2080 CRP – PR 669 IMPROVEMENTS

WHEREAS, on August 6, 2019 the Board of County Commissioners entered into a contract with Goodman & Mehlenbacher, Inc. of Kennewick, Washington (Resolution 2019-582) for C.E. 2080 CRP – PR 669 Improvements; and

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

WHEREAS, all releases for the project retainage have been received and all close out paper work is in order; and

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the County Engineer'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 County Engineer's recommendation and hereby accept the work performed by Goodman & Mehlenbacher, Inc. under contract for C.E. 2080 CRP – PR 669 Improvements as being completed in conformance with the contract documents.

Dated this 10th day of March 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Public Works

S. Christen

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	Execute Agreement		**Consent Agenda**	X
Subject: Accepting work by CWA on 2019 BST project	Pass Resolution	X	**Public Hearing**	
Prepared by: slc	Pass Ordinance		**1st Discussion**	
Reviewed by: D. D'Hondt	Pass Motion		**2nd Discussion**	
	Other		**Other**	

BACKGROUND INFORMATION

The County entered into a contract with Central Washington Asphalt, Inc. for the 2019 Bituminous Surface Treatment project on April 23, 2019 (Res. 2019-324). Central has completed all work required under the contract and all State releases have been received. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

SUMMARY

Central Washington Asphalt has completed the 2019 BST project. All paperwork is complete.

RECOMMENDATION

The County Engineer recommends that the Board formally accept Central's work and the project as complete.

FISCAL IMPACT

None.

MOTION

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY CENTRAL WASHINGTON ASPHALT, INC. UNDER CONTRACT FOR C.E. 2078 SMP – 2019 BST-AREA 3 – C.E. 2078 SMP

WHEREAS, on April 23, 2019 the Board of County Commissioners entered into a contract with Central Washington Asphalt, Inc. of Moses Lake, Washington (Resolution 2019-324) for C.E. 2078 SMP – 2019 BST-Area 3; and

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

WHEREAS, all releases for the project retainage have been received and all close out paper work is in order; and

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the County Engineer'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 County Engineer's recommendation and hereby accept the work performed by Central Washington Asphalt, Inc. under contract for C.E. 2078 SMP – 2019 BST-Area 3 as being completed in conformance with the contract documents.

Dated this 10th day of March 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Public Works

S. Christen

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	Execute Agreement		**Consent Agenda**	**X**
Subject: Accepting work by Granite on Pathway project	Pass Resolution	X	**Public Hearing**	
Prepared by: slc	Pass Ordinance		**1st Discussion**	
Reviewed by: D. D'Hondt	Pass Motion		**2nd Discussion**	
	Other		**Other**	

BACKGROUND INFORMATION

The County entered into a contract with Granite Construction for the construction of the Badger Mtn. to Candy Mtn. Connector Pathway project on June 18, 2019 (Res. 2019-463). Granite has completed all work required under the contract and all State releases have been received. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

SUMMARY

Granite Construction has completed the Badger Mtn. to Candy Mtn. Connector Pathway project. All paperwork is complete.

RECOMMENDATION

The County Engineer recommends that the Board formally accept Granite's work and the project as complete.

FISCAL IMPACT

None.

MOTION

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY GRANITE CONSTRUCTION COMPANY UNDER CONTRACT FOR C.E. 2050 CRP – BADGER MTN. TO CANDY MTN. CONNECTOR PATHWAY PROJECT

WHEREAS, on June 18, 2019 the Board of County Commissioners entered into a contract with Granite Construction Company of Yakima, Washington (Resolution 2019-463) for C.E. 2050 CRP – Badger Mtn. to Candy Mtn. Connector Pathway project; and

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

WHEREAS, all releases have been received and all close out paperwork is in order; and

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the County Engineer'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 County Engineer's recommendation and hereby accept the work performed by Granite Construction Company under contract for C.E. 2050 CRP – Badger Mtn. to Candy Mtn. Connector Pathway project as being completed in conformance with the contract documents.

Dated this 10th day of March 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Public Works

S. Christen

to view full packet, contact commissioners' office

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	Execute Agreement		Consent Agenda	X
Subject: Authorize Advertisement for CE 2049 Roadside Improvements	Pass Resolution	X	Public Hearing	
Prepared by: J.Liner	Pass Ordinance		1st Discussion	
Reviewed by: D. D'hondt	Pass Motion		2nd Discussion	
	Other		Other	

SUMMARY

C.E. 2049 CRP – Safety Roadside Improvements is a federally funded project to flatten fill slopes steeper than a 4 to 1 ratio on specific Benton County Roads thereby improving the safety of the traveling public.

RECOMMENDATION

The County Engineer recommends that the Board sign the construction plans and formally grant permission to go to advertisement with the project

FISCAL IMPACT

None.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVAL OF CONSTRUCTION PLANS AND AUTHORIZATION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR C.E. 2049 CRP – SAFETY ROADSIDE IMPROVEMENTS

WHEREAS, it is the intention of the Board of County Commissioners to flatten the slopes of certain Benton County roads thereby improving the safety of the traveling public; and

WHEREAS, the Benton County Purchasing Policy requires the Board of County Commissioners to approve the advertisement and bid process; **NOW THEREFORE,**

BE IT RESOLVED the Plans for C.E. 2049 CRP – Safety Roadside Improvements, having been signed by the County Engineer, are hereby approved, and the Chairman is authorized to sign the title page of said Plans on behalf of Benton County; and

BE IT FURTHER RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for C.E. 2049 CRP – Safety Roadside Improvements as soon as reasonably practical.

Dated this 10th day of March, 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Road Dept.

J. Liner

CONTRACT PROVISIONS AND PLANS

For Construction of:

Roadside Improvements

C.E. 2049 CRP

Federal Aid No: HSIP-000S(499)

APPROVED

Benton County Engineer

02/18/20

Date

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No. CB 20-07

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY
(CB NO. 20-07)

CALL FOR BIDS

Sealed bids for C.E. 2049 CRP – ROADSIDE IMPROVEMENTS, shall be received by the Benton County Engineer, Benton County Courthouse, 102206 East Wiser Parkway Kennewick, WA 99338 until 2:00 p.m., Local Time, Friday, March 20, 2020. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Friday, March 20, 2020 at 2:00 p.m., Local Time, in the Public Works Conference Room, Benton County Courthouse, Prosser, Washington. Contractor's Bid Proposal shall include the complete Proposal, consisting of thirteen (13) pages and the proposal bond is to be enclosed in a sealed envelope marked, "BID FOR ROADSIDE IMPROVEMENTS – CE 2049 CRP".

All bid proposals shall be accompanied by a bid proposal deposit as certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Benton County. The Board reserves the right to reject any or all bids and to waive informalities in the bidding. The award of contract, if made, will be approved by the Board of Benton County Commissioners, Benton County, Washington.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bid proposals only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County, and only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project # **6729270** on the website's Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for fifteen dollars ($15.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

The following is applicable to all Benton County projects:

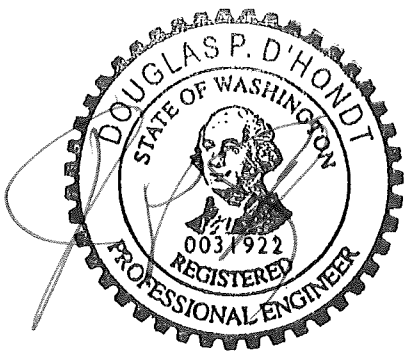
"Benton County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award."

CERTIFICATIONS

ROADSIDE IMPROVEMENTS
CE 2049 CRP
FED. AID No: HSIP-000S(499)
Bid No. CB 20-07

ENGINEER'S CERTIFICATION:

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



02/18/20

APPROVED AS TO FORM:

The Call for Bids and Contract Provisions for the construction of CE 2049 CRP – ROADSIDE IMPROVEMENTS has been reviewed and approved as to form:

Deputy Prosecuting Attorney

2/18/20

Date

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PROPOSAL
PROPOSAL BOND
- ASSURANCE OF NON-DISCRIMINATION
- NON-COLLUSION DECLARATION

PROPOSAL FOR INCORPORATING RECYCLED MATERIALS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES
LOCAL AGENCY CERTIFICATION FOR FEDERAL-AID CONTRACT
UDBE OR DBE UTILIZATION CERTIFICATION (COA)
UDBE OR DBE WRITTEN CONFIRMATION DOCUMENT (COA)
UDBE TRUCKING CREDIT FORM (COA)

CONTRACT

CONTRACT (INFORMATIONAL)
PERFORMANCE BOND (INFORMATIONAL)
PAYMENT BOND (INFORMATIONAL)

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are labeled as shown below. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(March 12, 2014 Benton County GSP)
(******) Project Specific Special Provision

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK
(March 13, 1995 WSDOT GSP)
This Contract provides for the improvement of *** widening of shoulders on specific roads throughout Benton County *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SECTION 1-01, DEFINITIONS AND TERMS

1-01.3 Definitions
(January 4, 2016 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date
The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date
The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date
The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date
The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date
The date on which the Contracting Agency accepts the Work as complete.

to view full packet, contact commissioners' office

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	Execute Agreement		**Consent Agenda**	**X**
Subject: Permission to advertise 2020 BST & Edge Repair Contract	Pass Resolution	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
Prepared by: Ryan McClure	Pass Motion		**2nd Discussion**	
Reviewed by: D. D'Hondt	Other		**Other**	

SUMMARY

It is the intention of the Board to preserve County road infrastructure by the application of bituminous surface treatment and edge repair work. A bid package has been prepared by staff, approved by the Prosecuting Attorney's office, and signed by the County Engineer.

RECOMMENDATION

The County Engineer recommends that the Board formally grant permission to go to advertisement and proceed with the project.

FISCAL IMPACT

None.

MOTION

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR C.E. 2087 SMP - 2020 BITUMINOUS SURFACE TREATMENT AREA 4 AND EDGE REPAIR.

WHEREAS, it is the intention of the Board of County Commissioners to preserve County road infrastructure by the application of bituminous surface treatment and edge repair work; and

WHEREAS, a bid packet (No. CB 20-04) was prepared by Benton County Public Works staff, reviewed and approved as to form by the Benton County Prosecuting Attorney's office, and signed by the County Engineer; **NOW, THEREFORE,**

BE IT RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB 20-04 C.E. 2087 SMP - 2020 Bituminous Surface Treatment Area 4 and Edge Repair.

Dated this 10th day of March 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works S. Christen

CONTRACT PROVISIONS AND PLANS

For Construction of:

2020 Bituminous Surface Treatment Area 4 and Edge Repair

C.E. 2087 S.M.P.

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: CB20-04

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY
(Bid No. CB20-04)

CALL FOR BIDS:

Sealed bids for C.E. 2087 S.M.P. – 2020 Bituminous Surface Treatment Area 4 and Edge Repair, shall be received by the Benton County Engineer, Benton County Public Services Building, 102206 E. Wiser Parkway, Kennewick, Washington until **11:00 a.m., Local Time, Tuesday, March 24, 2020.** NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Tuesday, March 24, 2020, at 11:00 a.m., Local Time, in the Benton County Public Services Building, 102206 E. Wiser Parkway, Kennewick, Washington. Contractor's Bid Proposal shall include the complete proposal packet, consisting of six (6) pages and the proposal bond, to be enclosed in a sealed envelope marked, "BID FOR 2020 BITUMINOUS SURFACE TREATMENT AREA 4 AND EDGE REPAIR".

All bid proposals shall be accompanied by a bid proposal deposit as certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Benton County. The Board reserves the right to reject any or all bids and to waive informalities in the bidding. The award of contract, if made, will be approved by the Board of Benton County Commissioners, Benton County, Washington.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bid proposals only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County, and only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

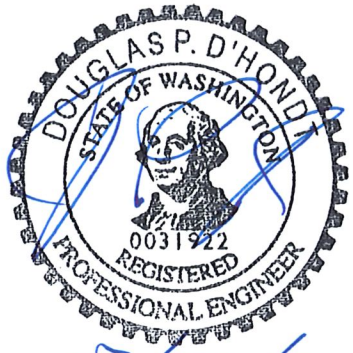
Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #**6824328** on the website's Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for fifteen dollars ($15.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

CERTIFICATIONS

C.E. 2087 S.M.P.
2020 Bituminous Surface Treatment
Area 4 and Edge Repair
Bid No. CB 20-04

ENGINEER'S CERTIFICATION:

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



02/26/20

APPROVED AS TO FORM:

The Call for Bids and Contract Provisions for the construction of C.E. 2020 Bituminous Surface Treatment Area 4 and Edge Repair have been reviewed and approved as to form:

Deputy Prosecuting Attorney

2/20/20
Date

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PROPOSAL
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- NON-COLLUSION DECLARATION

PROPOSAL BOND
PROPOSAL FOR INCORPORATING RECYCLED MATERIALS
SUBCONTRACTOR LIST
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

CONTRACT

CONTRACT (informational)
PERFORMANCE BOND (informational)
PAYMENT BOND (informational)

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	Execute Agreement		Consent Agenda	X
Subject: ER&R Purchase of Cab & Chassis from Jim's Pacific Garages	Pass Resolution	X	Public Hearing	
	Pass Ordinance		1st Discussion	
Prepared by: slc	Pass Motion		2nd Discussion	
Reviewed by: M. McGhan	Other		Other	

BACKGROUND INFORMATION

A new water truck cab and chassis was purchased in 2019 from Jim's Pacific Garages, Inc. In the Request for Bids there was an option for Benton County to purchase one additional cab and chassis from the lowest bidder for payment and delivery in 2020.

ER&R needs to replace another water truck currently in the fleet (#0468) that is at the end of its life cycle.

The original bid call for the cab and chassis was authorized by Resolution 2019-035. Jim's Pacific Garages, Inc., Pasco, WA was the lowest bidder. Resolution 2019-335 awarded the business of supplying the cab and chassis to Jim's Pacific Garages, Inc.

The Fleet Superintendent recommends authorizing the purchase of the additional cab and chassis from Jim's Pacific.

SUMMARY

A cab and chassis need to be purchased to replace a current water truck in the fleet that is at the end of its life cycle. A previous Request for Bids had the option to purchase an additional cab and chassis at the same bid price from the lowest bidder, Jim's Pacific Garages, Inc.

RECOMMENDATION

The Fleet Superintendent recommends authorizing the additional cab and chassis purchase from Jim's Pacific Garages, Inc., Pasco, WA.

FISCAL IMPACT

$127,345.00 plus WSST from replacement funds in the ER&R budget.

MOTION

Approve the resolution as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE PURCHASE OF ONE (1) NEW CURRENT MODEL WATER TRUCK CAB AND CHASSIS FROM JIM'S PACIFIC GARAGES, INC., PASCO, WASHINGTON

WHEREAS, ER&R needs to replace a water truck currently in the fleet that is at the end of its life cycle (ER&R Equipment No. 0468); and

WHEREAS, by Resolution 2019-035 dated January 8, 2019, bid call was authorized for the purchase of one (1) New Current Model Water Truck Cab and Chassis; and

WHEREAS, bids were opened on April 9, 2019 and by Resolution 2019-335 Jim's Pacific Garages, Inc., Pasco, Washington was awarded the business of supplying the cab and chassis; and

WHEREAS, in the Request for Bids Benton County has the option to purchase one additional 2020 Cab and Chassis at the bid price with payment and delivery in 2020; and

WHEREAS, the Fleet Superintendent recommends authorizing the additional cab and chassis purchase from Jim's Pacific Garages, Inc., Pasco, Washington; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners authorizes the purchase of one (1) New Current Model Water Truck Cab and Chassis from Jim's Pacific Garages, Inc., in the amount of $127,345.00, plus Washington State Sales Tax; and

BE IT FURTHER RESOLVED the Fleet Superintendent is hereby authorized to proceed with the purchase.

Dated this 10th day of March, 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.:Public Works
c: Auditor

S. Christen

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	Execute Agreement	X	Consent Agenda	X
Subject: Executing contract with	Pass Resolution	X	Public Hearing	
Wave Design Group-Fairgrounds	Pass Ordinance		1st Discussion	
Bathroom Replacement Project	Pass Motion		2nd Discussion	
Prepared by: slc	Other		Other	
Reviewed by: R. Blain				

BACKGROUND INFORMATION

The existing restroom facility at Building #1 at the Fairgrounds is run down and requires significant maintenance to keep in service. This restroom facility has been scheduled to be replaced.

Qualifications were solicited to provide architectural and engineering services for the Fairgrounds Building #1 Restroom Replacement project. One response was received from Wave Design Group LLC. Benton County has worked with Wave in the past and is currently working with Wave Design Group on other projects and has been pleased with the service, so it was decided to move forward with Wave.

A Professional Services Contract in an amount not to exceed $60,000.00 has been prepared, reviewed and approved as to form by our departmental deputy prosecuting attorney and signed by Wave.

SUMMARY

The restroom facility at Fairgrounds Building #1 needs to be replaced. Qualifications were solicited for architectural and engineering services and Wave Design Group LLC was chosen. A contract has been prepared, approved and signed by Wave.

RECOMMENDATION

It is recommended the Board approve the contract, in an amount not to exceed $60,000.00, with Wave Design Group LLC to provide architectural and engineering services for the Fairgrounds Building #1 Restroom Replacement project.

FISCAL IMPACT

An amount not to exceed $60,000.00 expended from the Capital Projects Fund.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH WAVE DESIGN GROUP LLC FOR PROVIDING ARCHITECTURAL AND ENGINEERING SERVICES FOR THE FAIRGROUNDS BUILDING #1 RESTROOM REPLACEMENT PROJECT

WHEREAS, qualifications were solicited to provide architectural and engineering services for the Fairgrounds Building #1 Restroom Replacement project; and

WHEREAS, after review of qualifications submitted, it was determined that Wave Design Group LLC, Kennewick, Washington, would best be able to provide the services needed; and

WHEREAS, a Professional Services Contract has been prepared, reviewed and approved as to form by our departmental deputy prosecuting attorney, and signed by Wave Design Group LLC; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves the Professional Services Contract with Wave Design Group LLC of Kennewick, Washington to provide professional architectural and engineering services for the Fairgrounds Building #1 Restroom Replacement project with a maximum total amount payable not to exceed $60,000.00, including Washington State Sales Tax, unless agreed to by amendment by both parties; and

BE IT FURTHER RESOLVED the term of this contract commences on this date and terminates on December 31, 2021.

Dated this 10th day of March 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

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

Attest:_____
Clerk of the Board

Orig.: Public Works
c: Auditor, CM

S. Christen

BENTON COUNTY
ARCHITECTURAL/ENGINEERING
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **WAVE DESIGN GROUP LLC,** a corporation organized under the laws of the State of Washington with its principal offices at 418 n. Kellogg St., Suite B, 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 document:

Exhibit A – Wave Design Group Proposal dated February 13, 2020

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

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

a. Provide Architectural and Engineering Services for the Fairgrounds Building #1 Restroom Replacement project located at the Benton County Fairgrounds in Kennewick, WA all in accordance with Exhibit A attached hereto; subject to the following requirements and limitations:

i. The CONTRACTOR agrees to provide its own labor and materials as included costs in the fees payable consistent with Exhibit A and Section 5 below. Unless otherwise provided for in a work order, no materials, labor, or facilities will be furnished by the COUNTY.

ii. The COUNTY shall furnish the CONTRACTOR with a proposed work order for each project under this Contract, and the CONTRACTOR shall in return provide the COUNTY with a detailed breakdown proposal including the scope of work and fees consistent with the Exhibit A for services to be performed. All proposals from the Architect must be approved by the Board of Benton County Commissioners via resolution prior to commencement of any work.

iii. The CONTRACTOR shall review the COUNTY's scope of work, budget and schedule and reach an understanding with the COUNTY of the project requirements. Based on the approved project requirements, the CONTRACTOR shall develop a design. Upon COUNTY's approval of the

design, CONTRACTOR shall prepare construction documents indicating requirements for construction of the project and shall coordinate its services with any consulting services the COUNTY provides. The Contractor shall assist the COUNTY in filing documents required for the approval of government authorities in obtaining proposals and in awarding contracts for construction. During the construction phase, CONTRACTOR shall act as the COUNTY's representative to the extent set forth in this Contract. CONTRACTOR will visit the construction site at intervals appropriate the stage of construction to become generally familiar with the progress and quality of the work. CONTRACTOR will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work. Based on the CONTRACTOR's observations and evaluations of the construction, CONTRACTOR shall certify amount the amounts due to the construction contractor. CONTRACTOR shall promptly review and approve or take appropriate action upon construction contractor's submittals for the limited purpose of checking with the conformance of information given and the design concept expressed in the contract documents. CONTRACTOR shall be responsible for producing all contract documents and correspondence related to construction or improvement projects for which CONTRACTOR is responsible. CONTRACTOR shall oversee, manage and direct all facets of project in a manner consistent with the standards expected of similarly situated architects on construction or improvement projects within the State of Washington. CONTRACTOR shall generate all necessary documentation and contracts associated with construction or improvement projects for which CONTRACTOR is responsible subject, when appropriate, to review by COUNTY's legal counsel, and shall amend or modify such documents and contracts at the direction of COUNTY's legal counsel or COUNTY's representative. These documents and contracts include but are not limited to: request for proposals/request for competitive bids to include posting the legal advertisements; Notices to Proceed; AIA standard form contracts; Change Orders; approval of all Progress Payments; Letter of Substantial Completion. The CONTRACTOR shall forward all original documents to the COUNTY at COUNTY's request and shall retain all records related to any given project for the appropriate Washington State Retention Schedule as promulgated by the Washington State Archivist.

iv. The CONTRACTOR shall perform the work consistent with the industry standards in the A&E Profession. Specifically, in instances where project contracts call for the architect to exercise independent discretion in making a decision or resolving a dispute, CONTRACTOR shall do so in an independent fashion.

v. The CONTRACTOR shall complete each task assigned in a timely manner according to the schedule agreed to by the parties.

b. Information and Reports: The CONTRACTOR'S representative shall meet with the COUNTY'S representative as specified in each work order, and if not stated, no less than one time per week while a work order is in progress. The CONTRACTOR shall prepare and present status reports and other required information as specified in each work order, or as otherwise requested in writing 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:	Harvey D. Prickett
Address:	418 N. Kellogg St., Suite B
	Kennewick, WA 99336
Phone:	509-737-1000
Email:	harvey@wavedesigngroupllc.com

b. For COUNTY:

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

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A 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 Sixty Thousand Dollars and No Cents ($60,000.00), including W.S.S.T.

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. 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 and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance**: Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

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

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

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

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

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

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

d. **Automobile Liability**: The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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

f. **Other Insurance Provisions**:

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible,

or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better

in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of its 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.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

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

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

Dated:_____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

Approved as to Form

_____
Eric Andrews, Civil Deputy Prosecuting Attorney

Dated: 3/2/2020

FOR: WAVE DESIGN GROUP LLC

_____
Signature

PRESIDENT
Title:

HARVEY PRICKETT
Print Name

EXHIBIT A

WAVE DESIGN GROUP
ARCHITECTURE • ENGINEERING • INTERIOR DESIGN
418 N. Kellogg Street, Suite B, Kennewick, WA 99336

February 13, 2020

Robert Blain
Public Works Manager
Benton County
7122 W. Okanogan Place
Kennewick, WA 99336
Email: Robert.blain@benton.co.wa.us
Telephone: 509-736-2704

Re: PROPOSAL
BENTON COUNTY FAIRGROUNDS BLDG #1 RESTROOM RENOVATION
CONSTRUCTION DRAWINGS

Dear Mr. Blain:

Wave Design Group (WDG) is pleased to present you with the following proposal.

Scope of Work:
WDG will create Construction drawings for the Fairgrounds Building #1 Restroom Renovation project located at the Benton County Fairgrounds in Kennewick, WA.

This work will be based on initial meetings with you and the program outlined in the Scope of Work provided by your office during the RFP process. It will consist of demolition of the existing facilities and design of an approximate 1,300SF replacement restroom facility to match existing bathroom facilities while allowing for temporary connection of portable shower facilities to the building infrastructure.
These documents will be to a level to allow this project to be publicly bid.

Task 1 – As-Built Measurements:

1. WDG will send out our as-built team to document as-built conditions of the existing restroom building and enter that information into our CAD software for use in developing the demolition information and basis for design.

Task 2 – Civil Engineering:

1. Site plan showing existing utility connections to the new building.
2. Site drainage plan with storm water calculations
3. Temporary Erosion and Sediment Control plan (TESC)
4. Detail sheets as needed
5. As-built drawings for Civil Design improvements if required

Task 3 – Structural Engineering:

1. Structural design of the wood-framed building shell and roof including a CMU veneer.
2. All structural designs to meet 2015 IBC and ASCE 7-10 code requirements.
3. Foundation Plan
4. Lateral and Gravity Resistance
5. Structural Details
6. Calculations

Task 4 – Architectural Design:

1. Architectural Site Plan/Landscaping as required
2. Fire and life safety requirements
3. ADA information
4. Floor Plan
5. Reflected Ceiling Plan
6. Roof Plan
7. Building elevations
8. Building sections
9. Wall sections
10. Door and Window Schedules
11. Finish Schedule
12. NREC for Envelope
13. Overall Permit coordination
14. Bidding Assistance

Task 5 – Mechanical/HVAC Design:

1. HVAC Plans
2. Details
3. Equipment Schedules
4. NREC for HVAC

Task 6 – Mechanical/Plumbing Design:

1. Plumbing Plans
2. Details
3. Equipment Schedules

Task 7 – Electrical Design:

1. Site Lighting as required
2. Transformer sizing as required
3. Panel placement
4. Lighting specifications
5. NREC for electrical

Task 8 – CSI Bid Specifications:

1. Utilize Benton County Division 00 and Division 01 standard specifications
2. Develop CSI specifications for the bid documents



Task 9 – Construction Administration Assistance:

1. Attend Construction Progress Meetings with Owner and General Contractor
2. Review Submittals
3. Develop Change Orders as required throughout construction
4. Review Monthly Pay Applications
5. Develop Final Punchlist for Contractor completion prior to Substantial Completion

Exclusions/Additional Services:

The following services are excluded from the proposal but can be on a Time and Materials basis per rate sheet attached if requested in writing by the client.

1. All Architecture and Engineering other than what is expressly indicated including: geotechnical, survey and the like.
2. Additional conceptual design once the conceptual design has been approved.
3. Fire Suppression Control/Alarms
4. Security
5. HAZMAT Survey
6. Bidding Services other than the ROM discussed.
7. Copies and prints to be billed per our rates sheet.
8. Fees (including permit fees, impact fees, TIFs, and the like) to government agencies.
9. County/City Taxes

Schedule:

WDG can begin work upon receipt of the signed proposal and plan to have all deliverables listed in approximately 10 weeks following that date.

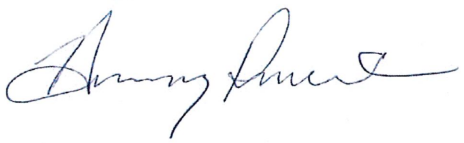
Fees: Conceptual Design:

Task 1 – As-built Measurements	$ 1,930
Task 2 – Civil Engineering	$ 3,740
Task 3 – Structural Engineering	$ 5,410
Task 4 – Architectural Design	$ 8,475
Task 5 – Mechanical/HVAC	$ 5,075
Task 6 – Mechanical/Plumbing	$ 5,225
Task 7 – Electrical Design	$ 4,320
Task 8 – CSI Bid Specifications	$ 3,450
Task 9 – Construction Administration Assistance	$10,150
Total Fees:	**$47,775**

_____
Client Initials

We look forward to working with you to make your project a success.

Sincerely,



Harvey D. Prickett

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	Execute Agreement		Consent Agenda	X
Subject: Payment to Cortner Arch.	Pass Resolution	X	Public Hearing	
Prepared by: slc	Pass Ordinance		1st Discussion	
Reviewed by: R. Blain	Pass Motion		2nd Discussion	
	Other		Other	

BACKGROUND INFORMATION

Resolution 2017-888 authorized a Professional Services Contract with Cortner Architectural Company for professional architectural and engineering services for the new Wiser Parkway Public Services Building. The contract was for a maximum total amount payable not to exceed $210,670.00 for design and construction services plus compensation for reimbursable expenses. The contract states "Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:" One of the items listed is "4. Printing, reproduction, plots, and standard form documents." "For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 10 percent (10%) of the expenses incurred."

The resolution that was prepared and signed authorized the contract amount not to exceed $210,670.00 but did not address possible additional reimbursable expenses.

Resolution 2019-779 authorized an Amendment to the contract increasing the not to exceed amount to $212,920.00.

Included in the January 14, 2019 Cortner invoice (#17-0726-07) was an invoice from Abadan for printing costs plus 10% for a total of $250.26. This invoice is covered under Item 4 of the Reimbursable Expenses section but was not covered under Resolution 2017-888.

The final invoice from Cortner dated January 24, 2020 (#17-0726-17) in the amount of $4,250.00 is due. The contract amount is $250.26 short from being able to pay the final invoice.

SUMMARY

The Reimbursable Expenses section of the Professional Services Contract with Cortner Architectural Company was not included in the total contract amount in the resolution executing said contract. $250.26 of reimbursable expenses were incurred during the contract which leaves the contracted amount short when paying the final Cortner invoice.

RECOMMENDATION

The Public Works Manager recommends authorization of an additional $250.26 payable to Cortner Architectural Company.

FISCAL IMPACT

$250.26 will be split by the Road Fund and the Capital Projects Fund according to previously agreed upon percentages.

MOTION

Approve the resolution as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING AN ADDITIONAL AMOUNT PAYABLE TO CORTNER ARCHITECTURAL COMPANY FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW PUBLIC SERVICES BUILDING ON WISER PARKWAY IN KENNEWICK, WASHINGTON

WHEREAS, Resolution 2017-888 authorized a Professional Services Contract with Cortner Architectural Company for professional architectural and engineering services for the new Wiser Parkway Public Services Building. The contract was for a maximum total amount payable not to exceed $210,670.00 for design and construction services plus compensation for reimbursable expenses; and

WHEREAS, Resolution 2017-888 that was prepared and signed authorized the contract amount not to exceed $210,670.00 but did not address possible additional reimbursable expenses. Resolution 2019-779 authorized an Amendment to the contract increasing the not to exceed amount to $212,920.00; and

WHEREAS, $250.26 of reimbursable expenses were incurred during the contract which leaves the contracted amount short when paying the final Cortner invoice; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners authorize an additional $250.26 payable to Cortner Architectural Company for contractually covered reimbursable expenses; and

BE IT FURTHER RESOLVED the total amount of the Professional Architectural and Engineering Services Contract with Cortner Architectural Company is $213,170.26.

Dated this 10th day of March, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig: Public Works

S. Christen

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 03/10/2020 **Subject:** Pricewaterhouse Coopers Contract **Prepared by:** P. Schut	**Execute Contract** **Pass Resolution** X **Pass Ordinance** **Pass Motion** **Other**	**Consent Agenda** X **Public Hearing** **1st Discussion** **2nd Discussion** **Other**

BACKGROUND INFORMATION

PricewaterhouseCoopers LLP has been providing actuarial services for Benton County for over 20 years. This actuarial review of the self-insured workers' compensation and self-insured liability program is conducted every two years. Benton County has continued to contract with PricewaterhouseCoopers LLP due to their knowledge of Benton County's self-insured programs. They also serve as the Washington Counties Risk Pool's actuary and are familiar with the Risk Pool's programs. PricewaterhouseCoopers LLP is also able to obtain the historical liability experience of Benton County from the Risk Pool.

This review serves as guide in the determination of appropriate cost and reserve levels for the workers' compensation and liability programs and establish future assessment rates for the 2021/2022 budget.

SUMMARY

See above.

RECOMMENDATION

Recommend signing the resolution giving the Chairman authorization to sign the engagement letter to enter into an agreement with PricewaterhouseCoopers LLP.

FISCAL IMPACT

No supplement required.

Total fee is $35,150.00 which was budgeted and will be paid from the Insurance Management Fund.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE ENGAGEMENT LETTER BETWEEN PRICEWATERHOUSECOOPERS LLP AND BENTON COUNTY TO PROVIDE AN ACTUARIAL REVIEW OF BENTON COUNTY'S SELF-INSURED WORKERS' COMPENSATION AND SELF-INSURED LIABILITY PROGRAMS.

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

WHEREAS, in preparation for Benton County's 2021-2022 Biennial Budget, the Benton County Risk Manager requested from PricewaterhouseCoopers LLP a proposal for actuarial services for Benton County's Self-Insured Workers' Compensation and Self-Insured Liability Programs; and

WHEREAS, the Risk Manager received a proposal from PricewaterhouseCoopers LLP in the amount not to exceed $35,150.00 including WSST; and

WHEREAS, the Risk Manager reviewed the proposal and recommends award of said services to PricewaterhouseCoopers LLP; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, hereby authorizes the Chairman to sign the attached engagement letter between PricewaterhouseCoopers LLP and Benton County for actuarial services not to exceed $35,150.00 including WSST which will begin February 19, 2020 and will expire upon project completion and acceptance.

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's Office, Risk Management

Prepared by: P Schut

pwc

February 19, 2020

Mr. Paul Schut
Risk Manager
Benton County
7320 West Quinault
Kennewick, Washington 99336

Dear Mr. Schut:

This engagement letter dated February 19, 2020 (the "Effective Date") confirms that Benton County ("the County", "You", or "Client") has engaged PricewaterhouseCoopers LLP ("PwC") to perform the professional services described below. Client and PwC are sometimes referred to in this engagement letter as the "parties" and each, individually, as a "party."

SCOPE OF PWC SERVICES, DELIVERABLES, AND TIMING.

(a) Services to be provided by PwC. Client is engaging PwC to provide the following professional services ("Services"):

The County has requested that PwC perform an actuarial study for the self-insured workers' compensation program and the self-insured liability program (general liability and automobile liability). The study will rely on data as of December 31, 2019.

Scope of Work for the Self-Insured Workers' Compensation Review

1. Estimate the County's net outstanding claim related obligations as of December 31, 2019. This includes estimations of ultimate loss, loss reserves, and the outstanding liability due to the Department of Labor and Industries (L&I) assessments;

2. Provide perspective on funding adequacy as of December 31, 2019;

3. Project losses for 2020, 2021 and 2022;

4. Estimate future payments during calendar years 2020, 2021 and 2022; and

5. Estimate funding rates for 2020, 2021 and 2022 per worker hour by job classification.

Scope of Work for the Self-Insured Liability Review

1. Estimate the County's net outstanding claim liability as of December 31, 2019. This includes estimations of ultimate loss and loss reserves. Separate estimates will be provided for the general liability and automobile liability coverages;

2. Provide perspective on funding adequacy as of December 31, 2019;

3. Project losses for 2020, 2021 and 2022;

4. Estimate future payments during calendar years 2020, 2021 and 2022; and

5. Allocate the automobile and general liability program costs for 2020 through 2022 to the following County departments: Sheriff, Public Works, and All Other.

The findings of these studies will be summarized and documented in a draft report. Modifications to the draft report will be made as appropriate based on County feedback.

pwc

To facilitate our work, you agree to provide the following key information necessary for the actuarial evaluation as outlined below:

Data Requirements for the Workers' Compensation Study

Information provided by the County should include:

1. Two separate claim detail listings in Excel format valued as of December 31, 2018 and 2019. These claim listings should include all claims for fiscal years 1994 to present. They should be similar to what has been provided for prior studies. At a minimum the claim detail should provide the following information for each claim:

a)	Claim Number	b)	Date of Injury
c)	Department	d)	Total Incurred
e)	Total Paid	f)	Status of Claim (Open, Closed)

2. Annual Reports of Self-Insured Business as of December 31, 2018 and 2019 prepared for the Department of L&I.

3. Quarterly Reports of Self-Insured Business for each quarter ending March 31, 2018 through December 31, 2019 prepared for the Department of L&I.

4. Current investment yield of the County.

5. Worker classifications for which the County provides medical benefits only.

6. Estimated worker hours by job classification for 2020 through 2022.

7. Actual and estimated per occurrence self-insured retentions and excess insurance limits for 2018 through 2022.

8. Actual and estimated excess insurance premium amounts for 2020 and 2021.

9. Actual 2019 self-insurance program expenses attributable to workers' compensation and estimates of such for 2020 through 2022. These expenses should include: salaries, supplies, interfund services, risk management services and benefits (benefits include industrial insurance, social security, personal retirement, and medical insurance). In prior studies these expenses were taken from the County's Expenditure Status Report for Workers' Compensation.

10. From the December 31, 2019 County Treasurer's Financial Statement, the B.C. Workmans' Comp and the Workmans' Comp Invest fund balances.

11. Any additional information about the County's workers' compensation self-insurance program that you believe we may need to consider for our analysis.

Data Requirements for the Liability Study

Detailed claim listings of the County's liability loss experience valued as of December 31, 2018 and 2019 will be obtained from the Washington Counties Risk Pool.

Information to be provided by the County is listed below.

1. Actual 2018 and 2019 self-insurance program expenses attributable to liability and estimates of such for 2020 through 2022; in past years the source of these expenses has been the County's Expenditure Status Report for Insurance Management.

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2. Actual 2018 and 2019 exposures (number of County vehicles per year by department and worker hours per quarter by department) as well as aggregate estimates of such for 2020 through 2022.

3. From the December 31, 2019 County Treasurer's Financial Statement, the Insurance Reserve Fund balance, for the liability portion of the study.

4. Also, please provide us with any additional information about the County's self-insured liability program that you believe we should be aware of for our analyses.

If any of the requested information is not readily available, please advise us so we can make alternative arrangements.

PwC is not required to perform services that are inconsistent with the scope of Services or terms and conditions set forth in this engagement letter. Either party may request changes to the scope of Services. To be effective, such change must be agreed in writing and signed by the parties.

(b) Deliverables. PwC will provide the following Deliverables (as defined below):

A written report documenting the results of our analysis.

(c) Timing. The timing of the Services is as follows:

The estimated engagement start date is: February 28, 2020.

The estimated engagement end date is: June 5, 2020.

FEES, EXPENSES, AND PAYMENT.

(a) Professional Fees and Expenses

The fee for Services relative to this project as described in the Scope of PwC Services, Deliverables, and Timing section above will be $35,150 based on the scope, schedule, responsibilities, and Deliverables stated within.

In the event that there are any Client-initiated changes to the scope, schedule, responsibilities, or Deliverables that impact the effort required, PwC will address these changes through the change control process.

If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers, or personnel for testimony or interview with respect to services PwC performed for Client, Client will reimburse PwC for PwC's, the PwC Subcontractors' (as defined below), and their respective counsels' expenses and professional time incurred in responding to such a request.

(b) Payment Terms. PwC will bill Client for out-of-pocket expenses, any applicable sales, use, excise, or-value added tax, and PwC's internal per-ticket charges for booking travel. Amounts billed for Services performed by PwC or the PwC Subcontractors (as defined below) shall be considered fees and not expenses and will be billed as set forth above. PwC will invoice Client on a monthly basis in arrears. Client will pay each invoice within 30 calendar days after the invoice date.

DELIVERABLES: TERMS AND DEFINITIONS.

(a) Ownership and License. Client will own each particular physical copy of the Materials (as defined below) prepared for and delivered to Client under this engagement letter that are identified as a "Deliverable" (collectively, the "Deliverables"). PwC shall own all intellectual property rights in and to the Deliverables and any other Materials (as defined



below) that PwC, the PwC Subcontractors (as defined below), or their respective personnel may make, conceive, develop, or create during or as a result of the Services, including PwC's working papers (the "Work Product"). Each party will continue to own Materials made, conceived, developed, or created by or for such party independent from, or prior to commencement of, the performance of Services under this engagement letter and any intellectual property rights therein (collectively, the applicable party's "Background Materials"). Subject to Client's compliance with the terms of this engagement letter, PwC grants to Client under PwC's intellectual property rights a non-exclusive, non-transferable license to use the Deliverables and Work Product delivered to Client for Client's internal business purposes only. For the avoidance of doubt, neither the Work Product nor PwC's Background Materials include Client's Confidential Information (as defined below) or Client's Background Materials, both of which shall remain the sole and exclusive property of Client. As used herein, "Materials" means information, know-how, data, and other technology, including works of authorship and other creations and ideas, databases, compilations, inventions, developments, software, firmware, and other computer programs (in source code, object code, or any other format), documentation, technical information, specifications, configuration information, designs, plans, drawings, writings, schematics, documents, reports, methods, procedures, concepts, techniques, protocols, systems, elements, components, subsystems, devices, equipment and other hardware.

(b) Use and Disclosure.

(i) PwC provides the Services and the Deliverables, Work Product, and PwC's Background Materials solely for Client's internal use and benefit and not for any other person's or entity's use, benefit, or reliance, and PwC disclaims any contractual or other responsibility, liability, or duty of care to any other person or entity based upon the Services, Deliverables, Work Product, or PwC's Background Materials. Except as described in this section, Client shall not discuss the Services with, or disclose the Deliverables, Work Product, or PwC's Background Materials to, any third party without PwC's prior written consent. Client may disclose Deliverables to, or discuss information relating to the Services with, Client's third-party professional advisors (including subcontractors, accountants, auditors, attorneys, financial, and other advisors) that are acting solely for Client's benefit and on Client's behalf and that have a need to know such information in order to provide advice or services to Client (collectively, "Third-Party Professional Advisors"), provided that such Third-Party Professional Advisors agree: (i) that PwC did not perform the Services or prepare Deliverables for such Third-Party Professional Advisors' use, benefit, or reliance and that PwC assumes no duty, liability, or responsibility to such Third-Party Professional Advisors; and (ii) not to disclose the Services or Deliverables to any other party without PwC's prior written consent. Notwithstanding the foregoing, PwC's prior written consent (which consent will include the requirement to enter into an access letter in PwC's standard form) shall be required if Client wishes to disclose the Deliverables or discuss the Services with any person or entity that is not a Third-Party Professional Advisor. For the avoidance of doubt, Third-Party Professional Advisors do not include any parties that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities in connection with any transaction that is the subject of the Services or any parties that have or may obtain a financial interest in Client or an anticipated transaction.

(ii) Client may disclose any Deliverables that do not contain PwC's name or other information that could identify PwC as the source (either because PwC provided a Deliverable without identifying information or because Client subsequently removed it) to any third party if Client first accepts and represents them as its own and makes no reference to PwC in connection with such Deliverable. PwC recognizes that our Deliverables could be subject to requests under a public record disclosure statute. In the event such a request is made, Client will promptly notify PwC of the request so that PwC can take any action permitted by law to withhold disclosure of the information, if it so desires.

(c) Oral Advice and Draft Deliverables. Client may rely only on final, written Deliverables and not on oral advice, draft Deliverables, or other information provided by PwC. Upon Client's request, PwC will confirm oral advice in a Deliverable on which Client may rely.

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(d) Other Materials. Any spreadsheets, electronic materials, or software tools that PwC provides to Client that do not constitute Deliverables are for Client's convenience and are provided as is. PwC will not be responsible for results obtained by anyone other than PwC from the use of those items.

PWC RESPONSIBILITIES.

(a) PwC will perform the Services in accordance with the American Academy of Actuaries' Code of Professional Conduct and relevant Actuarial Standards of Practice.

(b) PwC's role is advisory only. PwC will not provide an audit, accounting, or attest opinion or other form of assurance. PwC will not verify or audit any information provided to it. Because PwC will provide the Services solely for Client's use and benefit and pursuant to a relationship exclusively with Client, PwC disclaims any contractual or other responsibility, liability, or duty of care to others based upon the Services or upon any Deliverables or advice PwC provides.

CLIENT RESPONSIBILITIES.

(a) Client is responsible for all management functions and decisions relating to the Services, including without limitation evaluation and acceptance of the adequacy of the scope of Services in addressing Client's needs. It is Client's responsibility to establish and maintain its internal controls. Client also is responsible for the results achieved from using the Services or Deliverables. Client will designate a competent member of Client's management to oversee the Services. Client will provide reasonable assistance and accurate and complete information on a timely basis, and PwC will perform the Services on that basis. Client represents and warrants that it has the requisite right, consent, and permission to use and disclose, and to permit PwC and the PwC Subcontractors to use and disclose, all information, materials (including without limitation emails), software, or hardware (including those of third parties) provided to PwC or the PwC Subcontractors in connection with the Services and this engagement letter.

CONFIDENTIALITY.

"Confidential Information" means non-public information marked "confidential" or "proprietary" or information that otherwise should be understood by a reasonable person to be confidential in nature, provided by a party or on its behalf. All terms of this engagement letter, including but not limited to the fee and expense structure, are considered Confidential Information. Confidential Information does not include any information that: (i) is rightfully known to the receiving party ("Recipient") prior to its disclosure; (ii) is released by the disclosing party ("Discloser") to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by Recipient without use of or reliance on Discloser's Confidential Information; (iv) is or later becomes publicly available without violation of this engagement letter; or (v) may be lawfully obtained by Recipient from a third party without applicable restriction. Recipient will protect the Confidential Information of Discloser using reasonable measures commensurate with those that Recipient uses to protect its own Confidential Information. Recipient may use or disclose the Confidential Information of Discloser only: (1) to perform the Services; (2) as permitted in this engagement letter; (3) as requested or directed by Discloser; or (4) as required by applicable law, statute, rule, regulation, or professional standard. Except as set forth in this section, Recipient will not disclose the Confidential Information of Discloser to third parties without Discloser's prior consent. Notwithstanding the foregoing, without Discloser's prior written consent, Recipient may disclose Confidential Information to professional advisors, subcontractors, PwC Subcontractors, or employees on a need-to-know basis, provided that such entities and individuals are required to comply with confidentiality obligations. If disclosure of Discloser's Confidential Information is required by law, statute, rule, or regulation (including any subpoena or other similar form of process), or by professional standards, Recipient shall provide Discloser with written notice prior to such disclosure (to the extent permitted by applicable law); provided, however, that prior written notice is not required in connection with requests for disclosures arising from or related to government audits, investigations, or supervisory examinations by regulatory authorities with jurisdiction over Recipient.

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LIMITATIONS OF LIABILITY. Except to the extent finally determined to be prohibited by law, PwC's aggregate liability for all claims, losses, liabilities, or damages in connection with this engagement letter or its subject matter, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to PwC for the particular Service giving rise to the liability under this engagement letter. In addition, PwC will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary, or special damages. Also, PwC shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by Client.

OTHER PWC FIRMS; PWC SUBCONTRACTORS. PwC is a firm in the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may draw on the resources of and/or subcontract to its subsidiaries and affiliates, the Other PwC Firms, and/or third-party contractors and subcontractors within or outside of the United States (each a "PwC Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Client agrees that PwC may provide information PwC receives in connection with this engagement letter to the PwC Subcontractors for such purposes. PwC will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors), for the protection of any Confidential Information provided to the PwC Subcontractors and for compliance with the other terms and conditions of this engagement letter. The PwC Subcontractors and the partners, principals, members and employees of PwC and the PwC Subcontractors (collectively the "Beneficiaries") shall have no liability or obligations arising out of this engagement letter. PwC disclaims any contractual or other responsibility or duty of care to any of Client's subsidiaries or affiliates. Client agrees to bring any claim or other legal proceeding of any nature arising from the Services against PwC and not against the Beneficiaries. Client shall ensure its subsidiaries and affiliates do not assert any claim or other legal proceeding against PwC or the Beneficiaries related to or arising from the Services, or Deliverables. Client assumes responsibility and liability in the event that Client's subsidiaries and affiliates pursue such claims or proceedings. While PwC is entering into this engagement letter on its own behalf, this section also is intended for the benefit of the Beneficiaries.

TERMINATION. Any party may terminate this engagement letter without penalty upon written notice to the other party. Any provisions of this engagement letter that expressly or by implication are intended to survive its termination will survive and continue to bind the parties.

DISPUTE RESOLUTION. Any disputes that arise between the parties that are not resolved by mutual agreement shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "Rules") then in effect. The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration shall be seated and take place in a venue mutually agreeable to the arbitrators. The arbitration panel and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this engagement letter. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the limitations of liability provisions or any other terms herein. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. Client accepts and acknowledges that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date Client became aware or should reasonably have become aware of the facts that give rise to the alleged liability and, in any event, no later than two years after the cause of action accrued.

CHOICE OF LAW. This engagement letter and any dispute between the parties, whether in contract, tort, or otherwise, will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Washington, without giving effect to any choice of law



principles or provisions relating to conflicts of laws that would require the laws of another jurisdiction to apply.

CPA NOTICE. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this engagement letter.

NO LEGAL ADVICE; CHANGES IN LAWS. The Services do not include the provision of legal advice, and PwC makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state, or any other type of law or regulation. Changes in the law and/or its interpretation may take place before PwC's advice is acted upon or may be retrospective in effect; PwC accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services.

MISCELLANEOUS.

(a) Non-Exclusive Engagement Letter; Other Matters.

This is a non-exclusive agreement, and subject to its confidentiality obligations, PwC and the PwC Subcontractors are not prevented or restricted from providing services to other clients. PwC is an independent contractor, not a fiduciary or agent of Client, and shall not perform any obligation of Client, whether regulatory or contractual, nor shall PwC negotiate on Client's behalf. PwC may use Client's name in experience citations and recruiting materials.

Notwithstanding any other provision of this agreement, PwC and the Other PwC Firms may use Confidential Information received hereunder, including tax return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to Client or current or prospective clients to provide them services or offerings. PwC and the Other PwC Firms will not use or disclose the Confidential Information in a way that would permit Client to be identified by third parties without Client's consent.

With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consent is valid until further notice by Client.

If PwC commenced Services prior to execution of this engagement letter, the terms of this engagement letter shall govern such Services.

(b) Order of Precedence. If there is a conflict between the terms contained in the main body of this engagement letter and any Attachment to this engagement letter, the following order of precedence shall apply: (i) the applicable Attachment and then (ii) the main body of this engagement letter.

(c) Entire Engagement Letter; Severability; Amendments. This engagement letter and its Attachments represent the entire agreement between the parties with regard to the subject matter hereof and supersede any prior understandings, proposals, or agreements concerning the Services. If any provision (or any part thereof) of this engagement letter is found to be unenforceable or invalid, the remainder of such provision shall remain enforceable to the maximum extent permitted by law.

(d) Assignment. No party to this engagement letter may assign or transfer this engagement letter or any rights, licenses, obligations, claims, or proceeds from claims arising out of or in any way relating to this engagement letter, any Services provided hereunder, or any fees for this engagement letter or such Services to anyone, by operation of law or otherwise, without the prior written consent of the other parties; and any assignment without such consent shall be void and invalid. This engagement letter shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, and except as expressly



provided herein, nothing in this engagement letter shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this engagement letter.

(e) Force Majeure. No party shall be liable for any delay or failure to perform any of the Services or obligations in this engagement letter due to causes beyond its reasonable control.

(f) Counterparts; Headings. This engagement letter may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile or attached as a pdf, jpeg, or similar file type to an email or by DocuSign, Adobe Acrobat, or other electronic signature. Headings in this engagement letter are for convenience only and shall not be used in interpreting this engagement letter or any provision of it.

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If Client has any questions about this engagement letter, please discuss them with Kevin Wick at (206) 398-3518. If the Services and terms outlined in this engagement letter are acceptable to Client, then please sign one copy of this engagement letter in the space provided and return it to Kevin Wick by mail or air courier to 1420 Fifth Avenue Suite 2800 Seattle, WA 98101, or attached as a pdf, jpeg, or similar file type to an e-mail to Kevin at Kevin.L.Wick@pwc.com.

Very truly yours,

PricewaterhouseCoopers LLP

Christine Kogut

Christine Kogut, FCAS, MAAA
Principal

Date: February 19, 2020

ACKNOWLEDGED AND AGREED:

Benton County

_____
(Name)

_____
(Title)

Date:

_____

Approved To Form: _____
Deputy Prosecuting Attorney

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	**Execute Contract**	___	**Consent Agenda**	X
Subject: BJA STOP School Violence Prevention and Mental Health Training Program	**Pass Resolution**	X	**Public Hearing**	___
	Pass Ordinance	___	**1st Discussion**	___
	Pass Motion	___	**2nd Discussion**	___
	Other	___	**Other**	___
Prepared by: Todd Carlson				
Reviewed by: Ryan Lukson				

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2019-446 dated June 11, 2019 the Board of Benton County Commissioners authorized the Benton County Sheriff's Office to submit an application for funding under the BJA STOP School Violence Prevention and Mental Health Training Program FY 2019 Competitive Grant Solicitation in the amount of $250,000 to provide the necessary training, equipment and personnel in order to properly develop a reliable and peer reviewed school safety plan based on 3D modeling technologies.

The Benton County Sheriff's Office (BCSO) has developed the idea for the School Violence and Threat Reduction Program, which will consist of a cross-disciplinary team, mental health professionals for training and evaluation, a safety plan, a threat assessment and individualized training models and curriculums based on independent analysis and data collection derived from cutting edge 3D laser scanner mapping and analysis technology.

The Benton County Sheriff's Office recommends awarding the purchase of (1) FARO 3D Scanner to be awarded to FARO Technologies, Inc. Lake Mary, FL as a sole source distributor and manufacturer under the BJA STOP School Violence Prevention and Mental Health Training Program FY 2019 Competitive Grant Solicitation Award.

RECOMMENDATION

The Benton County Sheriff's Office recommends awarding the purchase of (1) FARO 3D Scanner to be awarded to FARO Technologies, Inc. Lake Mary, FL as a sole source distributor and manufacturer in the amount of $93,515.66 plus WSST.

FISCAL IMPACT

This grant was not included in the 2019/2020 budget process; however, this is budget neutral since there is no matching requirement.

MOTION

Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A 3D SCANNER FROM FARO TECHNOLOGIES, INC. AS A SOLE SOURCE VENDOR FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2019-446 dated June 11, 2019 the Board of Benton County Commissioners authorized the Benton County Sheriff's Office to submit an application for funding under the BJA STOP School Violence Prevention and Mental Health Training Program FY 2019 Competitive Grant Solicitation in the amount of $250,000 to provide the necessary training, equipment and personnel in order to properly develop a reliable and peer reviewed school safety plan based on 3D modeling technologies; and

WHEREAS, per Resolution 2019-752 dated October 15, 2019 the Board of Benton County Commissioners accepted the grant award no. 2019-YS-BX-0109 from the U.S. Department of Justice Office of Justice Programs for the FY19 STOP school Violence Prevention and Mental Health Training Program in the amount of $250,000; and

WHEREAS, the Benton County Sheriff's Office (BCSO) has developed the idea for the School Violence and Threat Reduction Program, which will consist of a cross-disciplinary team, a safety plan, a threat assessment and individualized training models and curriculums based on independent analysis and data collection derived from cutting edge 3D laser scanner mapping and analysis technology; and

WHEREAS, per resolution 2012-677, "Purchases or leases of supplies, materials, or equipment in amounts over twenty-five thousand dollars ($25,000) shall follow the "Formal Competitive Bid" requirements as established in RCW 36.32.245, unless otherwise exempt under "Competitive Bidding Requirements-Exemptions" RCW 39.04.280; and

WHEREAS, the BCSO received a quote in the amount of $93,515.66 plus WSST from FARO Technologies, Inc. as the sole source developer, manufacturer, and distributor, of the FARO Focus Laser Scanners, including the Focus M, S, and 3D models, FARO ScanPlan, Scene software, FARO Zone 3D and FARO Zone 2D software; and

WHEREAS, BCSO researched other products and equipment and the closest comparable product is the Leica RTC360 3D laser scanner. Their base package has an initial cost of $78,000, however, does not include any software, maintenance plan, training, after hours customer service or support; and

WHEREAS, FARO is not compatible with other manufacturers such as Leica and FARO has the same platform that two of our local agencies currently own, Richland Police Department and Pasco Police Department, as well as, the Washington State Patrol. Other agencies who are also trained to use the FARO 3D Laser Scanner are the Kennewick Police Department and Franklin County Sheriff's Office, all whom can be potentially called to assist the Sheriff's Office when needed during critical situations; and

WHEREAS, FARO Technologies manufactures their own crime scene/crash software (FARO Zone 3D Advanced). The actual laser scan data is brought in automatically without loss of scan data. Other scanner companies use third-party crime and crash scene software and they would have to export their scan data in a file format, into the third-party software and this can cause loss of data being imported. FARO makes everything needed and the scan data is brought into our software seamlessly; and

WHEREAS, If the Benton County Sheriff's Office were to move forward with another manufacturer of 3D scanner, the disparity within the software will prohibit the base 3D scanning devices from working in concert in the field. An example of this would be a motor vehicle collision involving a fatality. Typically, on-scene could be law enforcement agencies assisting one-another during the evidence collection portion of the investigation. The Washington State patrol may deploy their FARO 3D Scanner to digitally map and recreate the accident scene. Another agency could also deploy their FARO 3D Scanner and in concert with WSP, digitally map the scene together, saving time and possibly preserving evidence left exposed to the natural elements. If the assisting agency were to provide support with a non-FARO device, the ability to scan the accident scene in-concert would be lost as well as the ability to easily and effectively mesh the data collected during the scanning process; and

WHEREAS, A non-FARO device would not be able to communicate with a FARO 3D Scanner in the field. This software translation would have to be accomplished at a different time and location and completed by an individual with training and experience far above the user level on any typical 3D scanning device. Data translation is simply not performed at the user level and can be a cumbersome process adding additional burdens on a criminal case, i.e. data manipulation, data corruption, etc. The process of software translation may also create evidentiary complications due to the possible manipulation and corruption of the data taken at the scene as evidence. A non-FARO 3D Scanner could create data translation and data corruption issues basically causing the deployment of a non-FARO device to be ineffective and the data gathered at the scene unusable to other agencies deploying FARO 3D Scanner technology; and

WHEREAS, FARO Technologies has developed proprietary software that digitally hashes the actual raw scans inside the actual scanner during the scanning process. This means FARO Technologies provides the only forensically sound laser scanner on the market that you can show the actual raw scan data has not been tampered with. With this ability in mind, FARO Technologies has met the requirements of the Federal Court Rules of Evidence 902 and Washington State Evidence Rule 901, "Requirement of Authentication or Identification;" and

WHEREAS, the BCSO has reviewed the proposal and negotiated additional upgrades to the equipment at no additional cost and recommends awarding the purchase of (1) FARO 3D Scanner to be awarded to FARO Technologies, Inc. Lake Mary, FL as a sole source distributor and manufacturer; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the Benton County Sheriff's Office recommendation and hereby authorizes the purchase of (1) FARO 3D Scanner and associated equipment which is further outlined in the attached proposal to be awarded to FARO Technologies, Inc. Lake Mary, FL as a sole source distributor and manufacturer for an amount not to exceed $93,515.66 plus 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

Orig: Sheriff's Office
cc: Auditor, FARO Technologies T. Carlson

FARO Technologies Inc
250 Technology Park
Lake Mary FL 32746-7115
Phone No: (888)660-0143
Fax No: (407)562-5231
Email: Charles.Robinson@faro.com

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

Quotation No:	20326747
Quote Date:	01/21/2020
Expiration Date:	03/25/2020
Regional Manager:	Paul Gregory
Account Manager:	Christopher Short
Sales Support:	Charles Robinson
Ship:	Standard/Ground
Payment Terms:	Net due in 30 days with approved credit
Delivery Terms:	EXW Origin
Delivery Date:	4-6 Weeks

Bill To :
Benton County Sheriff's Office(WA)
7122 W Okanogan Pl
Kennewick WA 99336-2359
US

Ship To :
Benton County Sheriff's Office (WA)
Erik Magnuson
7122 W Okanogan Pl Bldg A
Kennewick WA 99336-2359
US

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	LS-8-S-350	3D_HW_LS_FocusS 350 Laser Scanner FocusS 350 ships with: 1 FocusS 350, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, accessory bay, IP rating 54, on-site compensation functionality, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x Allen wrench, 1x rugged transport case, calibration certificate and a quick start guide. Please notice: the lead-time may take 6 weeks or more after receipt of written order.	48,052.91	0.00	48,052.91
1	ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod Super lightweight, highly stable, low-vibration, tailored carbon fiber tripod, For perfect performance and increased durability customized for Focus Scanners.	775.78	0.00	775.78

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS8001	3D_AC_LS_FocusS Battery Power Block	436.90	0.00	436.90
		Power Block battery for FARO Focus S and M			
1	COMP0123X64	VR Ready Notebook	3,208.89	0.00	3,208.89
		High-end notebook computer. Contact your FARO representative for current specifications.			
1	SOFTS0900	3D_SW_SC_Scene	3,693.50	0.00	3,693.50
		FARO SCENE. New license. Includes 1 year of standard maintenance. License container sold seperately.			
2	SOFTL0002	Single User Hard Lock	200.00	0.00	400.00
		Open Market Item Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with SCENE, CAM2, FaroZone or As-Built Software products.			
1	SOFT51002	FARO Zone 3D Advanced	4,832.98	2,899.79	1,933.19
		Customer Loyalty Pricing Applied Advanced version of FARO Zone 3D with the added ability to open SCENE projects and import other point clouds. Includes one (1) year of maintenance.			
1	ACCSS0285	3D_AC_LS_Traceable3D Premium Kit	1,269.45	0.00	1,269.45
		Traceable3D Premium Kit for FARO Laser Scanner.#5 premium sphere references Ø 139mm, 5 mini tripods with washer, 5 magnet extenders, 12 flat targets, 10 precision washers, 5 short circuit washers in a light weight transport case.			

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS0299	80Mm Koppa Target Set W/ Trajectory Rods A combination set of 12 80mm targets - 6 magnetic base targets, 6 trajectory mount. Includes 6 1/4" x 10" aluminum, magnetic base stand-off rods. All shipped in a plastic storage crate.	1,015.56	0.00	1,015.56
1	CCR-SCN-V8-Y4	Complete Care-SCN Focus S/M-Y4 Open Market Item Complete Care service plan includes parts and labor for repair and annual cleaning and calibration. #Extends coverage through year 4 from point of sale.	15,700.00	6,908.76	8,791.24
1	SMA0900-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND FARO SCENE. Extends maintenance contract of new license by 3 years.	1,939.44	0.00	1,939.44
1	SMA51002-3Y	FARO Zone 3D Advanced Maintenance 3Y Open Market Item FARO Zone 3D Advanced annual maintenance extension at point of sale includes product updates and upgrades (as available), including top tier technical support for three (3) years. Customer must be on the most current software release to purchase this plan.	2,548.00	0.00	2,548.00
1	TR-FZ3-CSI-PC	FZ Point Cloud Crime Open Market Item Four hour virtual classroom training. This course is designed for Investigators who will be using primarily laser scanner data to complete analysis.	500.00	0.00	500.00

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	TR-FZ3-COR	FZ Core Open Market Item Two consecutive day, consisting of four hour virtual classroom training. The FARO Zone 3D Core training is specifically designed to assist new users.	0.00	0.00	0.00
1	TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Open Market Item Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	9,130.00	0.00	9,130.00
1	TR-SCN-TTT-F	Train the Trainer Program 5 Day Open Market Item Five-day training for customers and partners who wish to conduct their own FARO certified training course. Curriculum includes instruction on presentation skills, transfer of learning and training design. In addition, hardware and software training is also conducted and electronic material to conduct future classes (manuals, facilitators' guides, power points) are provided and reviewed. Priced per person. NOTE: Requires prior scanning experience. Training will expire if not taken within 90-days of purchase.	17,336.00	12,135.20	5,200.80

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	TR-FZ3-O	FAROZone Onsite Training	4,620.00	0.00	4,620.00

Open Market Item
FaroZone 3 day onsite instructor lead training. Priced per class, class size limited to 4 persons.
NOTE: Training will expire if not taken within 90-days of purchase.

Order Total:	115,459.41
Discount Amount:	-21,943.75
Shipping Total:	0.00
Total in USD:	93,515.66

Additional Information

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. FARO Approved Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO/IEC 17025:2005 for USB Arms, Bluetooth Gage, Gages, 3D Imager, LLP and Laser Trackers. Our capabilities are listed on our ISO/IEC 17025:2005 Scope of Accreditation and might vary by location. The scope of each location can be accessed from the FARO website.

CALIBRATION STANDARDS

USB Arms and Bluetooth Gage are calibrated in accordance with ASME B89.4.22-2004.

Other Gage Models are calibrated in accordance with ISO 10360-12:2016.

3D Imager are calibrated in accordance with VDI/VDE 2634-2:2012.

Laser Trackers are calibrated in accordance with B89.4.19-2006* as requested by the Customer.

*Part # 960-02589 - System Calibration is an additional calibration process to our Part # ACC-00 - Standard Calibration.

Quantum S/M Arms are calibrated in accordance with ISO 10360-12:2016.

DECISION RULE

For B89 Calibration, FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified."

For ISO 10360-12:2016 Calibration, FARO follows this Standard's recommendation, Introduction Clause, in the application of the decision rule to testing results. This clause states that "the default decision rules given in ISO 14253-1 apply to specifications made in accordance with this part of ISO 10360, unless otherwise indicated." The relevant decision rule in ISO 14253-1:1998 is given in Clause 5.2, "Rule for proving conformance with specifications." FARO also follows this decision rule according to the recommendation of VDI/VDE 2634-2:2012, Annex 4.3.5.

CUSTOMS and EXPORT CONTROL

Deliveries of these goods/products, software, technologies, know-how-transfer to other countries (e.g. embargos) or to other receivers can be subject to authorization or may be prohibited. US-origin goods/products, software, technologies, know-how-transfer or products which include 10/25 % US- origin, are liable to US-Export-Administration Regulations and could be subject to authorization or may be prohibited.

GSA QUOTE

Pricing, terms and conditions per GSA contract GS-07F-197GA.

Expiration of contract 9/28/2022.

GENERAL SERVICES ADMINISTRATION

FEDERAL SUPPLY SERVICE

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

SCHEDULE 84: TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES

MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/ DISASTER RESPONSE

SPECIAL ITEM NUMBER

426-99 - Introduction of New Services/Products related to Law Enforcement and Security Equipment

426-4N - Criminal Investigative Equipment and Supplies

84-500 - Order-Level Materials (OLMs)

FSC/PSC Codes: 6350, 6630, 8405

On-line access to contract ordering information, terms and conditions, up-to-date pricing,

and the option to create an electronic delivery order are available through GSA

Advantage!®, a menu-driven database system. The INTERNET address for GSA

Advantage!® is: GSAAdvantage.gov.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Faro Technologies, Inc
250 Technology Park
Lake Mary, FL 32746
T: 407-333-9911
F: 407-333-4181
Email: steven.barthel@faro.com
www.faro.com

Contract Number: __GS-07F-197GA
Period Covered by Contract: __September 29, 2017 - September 28, 2022_____
Contract Administrator: Steven Barthel
Business Size: Other than Small Business

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers with appropriate cross-reference to item descriptions and awarded prices:

Special Item Number (SIN)	**Special Item Number Description**	**Awarded Price Page**
426-4N/STLOC	Criminal Investigative Equipment and Supplies	Please refer to pricing on GSA Advantage
426-99/STLOC	Introduction of New Services/ Products related to Law Enforcement and Security Equipment	Please refer to pricing on GSA Advantage
84-500/STLOC	Order-Level Materials (OLMs)	Defined at Order Level

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract:

SIN	**Part Number**	**GSA Price**
426-4N/STLOC	SMA51000	59.84
426-99/STLOC	SP-01	8,478.59

1c. If the contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: Not applicable
2. Maximum Order: SINs 426-4N & 426-99: $200,000 SIN 84-500: $100,000
3. Minimum Order: $500
4. Geographic Coverage: Domestic Delivery Only
5. Points of Production: U.S.A., Germany, Switzerland, Italy, Netherlands
6. Discounts from List Prices or Statement of Net Price: Prices shown herein are net prices.
7. Quantity Discounts: None
8. Prompt Payment Terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9a. Government purchase cards are accepted at or below the micro-purchase threshold.
9b. Government purchase cards are accepted above the micro-purchase threshold.
10. Foreign Items: Germany, Switzerland, Italy, Netherlands
11a. Time of Delivery: 30 - 45 Days ARO
11b. Expedited Delivery: Contact Contractor
11c. Overnight and Two-Day Delivery: Contact Contractor
11d. Urgent Requirements: Please note the urgent requirements clause of this contract and contact contractor.
12. F.O.B. Point: Origin - Prepaid by Seller
13a. Ordering Address:
FARO Technologies, Inc.
250 Technology Park
Lake Mary, FL 32746
13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment Address:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368
15. Warranty Provision: The limited warranty covers defects in materials and workmanship in FARO-brand products or other products sold by FARO to the customer. Products sold by FARO include a one year limited warranty under this contract.
16. Export Packing Charges (if applicable): N/A
17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase threshold): Government purchase cards are not accepted above the micro-purchase threshold.
18. Terms and Conditions of Rental, Maintenance, and Repair: N/A
19. Terms and Conditions of Installation: N/A
20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices: N/A
20a. Terms and Conditions for Any Other Services: N/A
21. List of Service and Distribution Points: N/A
22. List of Participating Dealers: N/A
23. Preventative Maintenance: N/A
24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). N/A
24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
25. Data Universal Number System (DUNS) Number: 617308929
26. Notification Regarding Registration in System for Award Management (SAM) Database: FARO Technologies, Inc. is registered in the SAM Database.

FARO Technologies
250 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234
Fax: +1.407.333.4181

Nasdaq: FARO
www.FARO.com

To Whom It May Concern:

This letter identifies FARO Technologies, Inc., a Florida corporation ("FARO Technologies" or "FARO"), as the sole developer and manufacturer of the FARO Focus Laser Scanners, including the Focus M, S, and 3D models, FARO ScanPlan™, SCENE software, FARO Zone 3D and FARO Zone 2D software. FARO is also the sole provider of hardware and software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, ScanPlan, Scene Software and FARO Zone software. FARO is the sole source for its GSA product pricing for the above products and services.

FARO Technologies was founded in 1981 and is a global leader of 3D measurement technology. FARO Technologies is headquartered in Lake Mary, Florida with European regional headquarters in Stuttgart, Germany and Asia/Pacific regional headquarters in Singapore. FARO has branches in Brazil, Mexico, Germany, United Kingdom, France, Spain, Italy, Poland, Netherlands, India, China, Singapore, Malaysia, Vietnam, Thailand and Japan.

As the world's most trusted source for 3D measurement, imaging and realization technology, FARO develops and markets computer-aided measurement and imaging devices and software. Technology from FARO permits high-precision 3D data capture, measurement, imaging and comparison. The devices are used for inspecting, planning and documenting spaces or structures in 3D including law enforcement, forensics, accident reconstruction, crime scene investigation, arson Investigation, post blast investigation, fire and security pre-plans, bullet trajectory, bloodstain pattern analysis, and virtual reality.

With a wide variety of features, including range, image quality, and capture speed, the Focus Laser Scanners significantly reduce the time and increase the effectiveness of documenting, measuring, and analyzing forensic scenes. FARO Focus Laser Scanners deliver a unique combination of advantages including lightweight, affordability, and precision. FARO is also the sole manufacturer of the FARO ScanPlan™, a lightweight handheld mapper enabling Public Safety and Security professionals to quickly capture and visualize 2D floor plans. Further, FARO is the only developer and supplier of FARO Zone 3D and 2D software leveraging technology from its acquisitions of CAD Zone and ARAS 360° software companies. Known for our commitment to service, FARO prides itself with having service and support personnel around the world with law enforcement expertise.

FARO's 3D Forensic Laser Scanning Solution is a fully integrated system designed specifically for Public Safety and Forensic applications. The solution integrates FARO's Focus Laser Scanner, certified Advanced Forensic Training program for crash, crime, fire, and security professionals, maintenance, warranty, SCENE point cloud optimization suite, and exclusive FARO Zone 3D software package with advanced forensic tools including Blood Stain Analysis, Bullet Trajectory, Fire, Explosion, and extensive Crash analysis tools such as Crush, Linear Momentum Analysis, Skid Analysis, Critical Speed Yaw, and Slope Calculator. Unique features of this system include:

- Digital Signature - encrypted security to all raw scans by hashing data at the time of capture. Only FARO customers can show that their raw scan data has not been altered from the time the scans were captured.
- FARO Laser-HDR™ (patent pending) feature in SCENE 2018 improves on conventional multi-exposure HDR techniques by intelligently combining a laser scan image and a photograph through a proprietary FARO process.

With hundreds of thousands of units sold and customers around the globe, our products have been reliably measuring success throughout the world. Our forensic customers include the Department of Defense, federal governments, various intelligence organizations, the US military, and many state and municipal law enforcement agencies.

Kind Regards,

Ed Monas

Ed Monas | Senior Director Global Sales | Public Safety Forensics
FARO Technologies, Inc. | 250 Technology Park | Lake Mary, FL 32746

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	**Execute Contract**	**X**	**Consent Agenda**	**X**
Subject: Lease Agreement Neopost/MailFinance	**Pass Resolution**	**X**	**Public Hearing**	
Prepared by: K. Gillies	**Pass Ordinance**		**1st Discussion**	
Reviewed by: Ryan Lukson	**Pass Motion**		**2nd Discussion**	
	Other		**Other**	

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2015-219 dated March 17, 2015, the Board of Benton County Commissioners approved the lease agreement between Benton County and MailFinance, Inc. through Neopost USA Inc. utilizing Washington State Contract No. 06907 for a 60-month lease agreement for postage meter equipment which included (1) postage meter, one (1) scale, and (1) folder/inserter to be used by both the Benton County Sheriff's Office and Benton County Jail.

Due to recent transitions with the Benton County Sheriff's Office, it is necessary to enter into a lease agreement with MailFinance, Inc. through Neopost USA Inc. Washington State Contract No. 05516, which replaces State Contract 06907, for (1) postage meter and one (1) scale to be used by Benton County Sheriff's Office for a total 60-month lease agreement not to exceed $12,641.04 including WSST.

RECOMMENDATION

Approve the attached Resolution and Lease Agreement between Benton County and MailFinance, Inc. for the above-mentioned equipment at a price of $194.00 plus WSST per month for 60 months, which includes maintenance fees, the lease agreement not to exceed $12,641.04 including WSST.

APPROVED AS TO FORM

Ryan Lukson, DPA

FISCAL IMPACT

Lease Agreement not to exceed $12,641.04 including WSST. Expenditures will be paid from Current Expense Sheriff Administration Department 118; Sheriff Clerk & Records Department 119 and Sheriff Patrol Department 121

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A LEASE AGREEMENT BETWEEN BENTON COUNTY AND MAILFINANCE, INC. THROUGH NEOPOST USA INC. FOR A POSTAGE METER AND SCALE FOR THE BENTON COUNTY SHERIFF'S OFFICE UTILIZING WASHINGTON STATE CONTRACT NO. 05516 AND NASPO CONTRACT #ADSPO16-169901

WHEREAS, per Resolution 2015-219 dated March 17, 2015, the Board of Benton County Commissioners approved the lease agreement between Benton County and MailFinance, Inc. through Neopost USA Inc. utilizing Washington State Contract No. 06907 for a 60-month lease agreement for postage meter equipment which included (1) postage meter, one (1) scale, and (1) folder/inserter to be used by both the Benton County Sheriff's Office and Benton County Jail; and

WHEREAS, due to recent transitions within the Benton County Sheriff's Office, it is necessary to enter into a lease agreement with MailFinance, Inc. through Neopost USA Inc. Washington State Contract No. 05516, which replaces State Contract 06907, for (1) postage meter and one (1) scale to be used by Benton County Sheriff's Office; and

WHEREAS, the pricing for said equipment is based on Washington State Contract No. 05516 and is attached hereto as Exhibit B, with 60 months at $194.00 plus WSST per month which includes maintenance fees, for an overall 60-month lease agreement not to exceed $12,641.04 including WSST; and

WHEREAS, BCSO has been pleased with the services Neopost has provided and recommends entering into a new 60-month lease agreement for postage equipment and services for the Benton County Sheriff's Office; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and approves the lease agreement between Benton County and MailFinance, Inc. through Neopost USA Inc. utilizing Washington State Contract No. 05516 and NASPO Contract #ADSPO16-169901 for an overall 60-month lease agreement not to exceed $12,641.04 including WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the attached Lease Agreement; and

BE IT FURTHER RESOLVED, the term of this lease agreement will commence once the equipment is installed and shall terminate 60 months from commencement date.

Dated this _____ day of _____, 2019

_____
Chairman of the Board

_____
Member

Attest_____
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCCD
Cc: Auditor, PA, Neopost

K. Gillies

LEASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: MailFinance, Inc.
Vendor Code:
Vendor Contact: Kelly Bray
Vendor Contact Phone: (509) 954-7628
Vendor Principal Place of Business: 478 Wheelers Farms Road, Milford, CT 06461

Ship To:	Bill To:
Benton County Sheriff's Department 7122 W. Okanogan Pl. Bldg. A Kennewick, WA 99336	Benton County Sheriff's Department 7122 W. Okanogan Pl. Bldg. A Kennewick, WA 99336

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to lease the following office equipment to Benton County under the terms described within this Agreement.

P.O. Date:	3/10/2020
Delivery Date:	4/1/2020

Line	Description	Months	Monthly Price	Total Price
1	IN600AFSH; INWP10 10 Lb Scale; INDU500 Dept Upgrade;			-
	INDW10 10 lb Differential Weighing; Cellkit			
	$4,807.35 X .0212 (lease factor) = $101.92 + $40/IN600 Meter =	60	194.00	11,640.00
	(Equipment Pricing highlighed in Exhibit B) (Maintenance included)	April 2020 - March 2021		

The term of the Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be as indicated above under Monthly Price. Vendor will bill the County monthly at the rates provided herein payable by the County thirty (30) days upon receipt.

SUB TOTAL =	11,640.00
8.60% SALES TAX =	1,001.04
TOTAL ORDER =	12,641.04

This Agreement incorporates by reference all terms and conditions of WA State Contract #05516; NASPO Contract #ADSPO16-169901; (attached hereto as Exhibit A), as well as the pricing applicable to this Lease Agreement (attached hereto as Exhibit B).

Questions and Clarifications should be Addressed to Buyer Contact:
Contact: Katie Gillies
Address: 7122 W. Okanogan Pl, Bldg A
Kennewick, WA 99336
Phone: 509-735-6555 ext. 3273
Katie.Gillies@co.benton.wa.us

In case of conflict, the order of precedence is:
1. The State of Washington Contract #05516; NASPO Contract #ADSPO16-169901 (Exhibit A).
2. NASPO Master Pricing (Exhibit B)
3. This Lease Agreement

Vendor's signature on this Lease Agreement certifies acceptance of this Lease Agreement and all terms and conditions, and supersedes any conflicted terms.

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 agreement(s) for all purposes.

Vendor Name (Print): John Tartaro *Title:* Deputy, CFO *Date:* 3/3/2020

Vendor Signature: _____

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jim Beaver, Chairman

Exhibit A

PARTICIPATING ADDENDUM
NASPO ValuePoint

MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: ADSPO16-169901

Neopost USA Inc.
(hereinafter "Contractor")
and
State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: 05516

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") 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 Neopost USA Inc., a Delaware Corporation ("Contractor") and is dated and effective as of January 1, 2018.

1. **SCOPE:** This Participating Addendum Mailroom Equipment, Supplies and Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):

   (a) WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.

   (b) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:

   - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
   - Federal governmental agencies or entities;
   - Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and

- Federally-recognized Indian Tribes located in the State of Washington.

3. **PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:**

3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at https://fortress.wa.gov/es/webs/ . Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

3.2. **WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

3.3. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity 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 Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: 05516
- The NASPO Master Agreement No.: ADSPO16-169901
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

(a) WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

(b) PAY EQUALITY. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of the Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors;

or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Participating Addendum.

3.6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

4. MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

The following categories are not included in the agreement: mail furniture, consulting services, design work, commercial off the shelf software and any other software not required for functionality of Neopost Equipment, installation/assembly work unrelated to new equipment purchases or rental. The remaining products, services, and accessories listed on the Contractor page of the NASPO ValuePoint website are included.

4.1 **SOFTWARE LICENSE TERMS AND CONDITIONS:** shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Neopost USA Inc. List of Software Licenses offered on the NASPO ValuePoint website.

4.2 **POSTAGE METER:** All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the Contractor and available on the NASPO ValuePoint website.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
Neopost USA Inc. 478 Wheelers Farms Road Milford, CT 06416	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Larry Waters Tel: (281) 216-4596 Email: l.waters@neopost.com	Attn: Breann Aggers Tel: (360) 407-9416 Email: Breann.aggers@des.wa.gov

6. **SUBCONTRACTORS:** All Contractor's Distributors authorized in the State of Washington, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum. All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: **05516** and the Lead State price agreement number: ADSPO16-169901, purchase order amount; and purchaser's and contractor's contact information (i.e., name, address, telephone number, email).

8. **GENERAL:**

   (a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties. Equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State. The termination or expiration of the Master Agreement or this PA shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

   (b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

   (c) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum 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 Participating Addendum or such other ancillary agreement for all purposes.

(d) COUNTERPARTS. This Participating Addendum may be executed in one or more 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 Participating Addendum 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 Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**	**NEOPOST USA INC.,** **A DELAWARE CORPORATION**
By: _____	By: _____
Cheral Manke	Kirk Shankle
Its: _____	Its: Secretary

Purchase Order - Lease

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

Customer

Organization	BENTON COUNTY SHERRIFS OFFICE			
DBA				
Address	7122 W OKANOGAN PL BLDG A			
City State Zip	KENNEWICK		WA	99336-2359
Phone	(509) 735-6555	**Fax**		

Vendor

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

Ship To

Organization	BENTON COUNTY SHERRIFS OFFICE			
Attention	KATIE GILLIES			
Address	7122 W OKANOGAN PL BLDG A			
City State Zip	KENNEWICK		WA	99336-2359
Phone	(509) 735-6555	**Email**	KATIE.GILLES@CO.BENTON.W	

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

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	$194.00	$11,640.00

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

Products

QTY	Product ID	Description
1	IN600AFSH	IN Series 600 Base w/ Autofeeder, Sealer & Catch Tray
1	INWP10	IN Series 10 lb Weighing Platform
1	INDU500	500 Department Upgrade - IN Series 6/7 Bases
1	INDW10	IN Series 6/7 Base 10lb. Differential Weighing
1	CELLKIT	Wireless cell router and SIM. One router required per mailing system

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

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

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

Authorized by Date

Print Name Title

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	**Execute Contract**	___	**Consent Agenda**	X
Subject: Purchase Award for SWAT Rifle Equipment	**Pass Resolution**	X	**Public Hearing**	___
Prepared by: T. Carlson	**Pass Ordinance**	___	**1st Discussion**	___
Reviewed by: R. Lukson	**Pass Motion**	___	**2nd Discussion**	___
	Other	___	**Other**	___

BACKGROUND INFORMATION/ SUMMARY

The Benton County Sheriff's Office (BCSO) is in the process of implementing a structured replacement plan for the current patrol rifle inventory. The patrol rifles that are currently issued to deputies have either a very limited service life remaining or have been out of service due to operational issues.

It is necessary to phase out unserviceable patrol rifles and associated equipment and issue new patrol rifle platforms to the BCSO patrol.

The BCSO solicited vendors from the MRSC listed under the categories of "General Goods" and "Police Supplies" for (2) SWAT Rifles w/ Surefire SOCOM Suppressor Adapters attached, (2) Surefire Suppressors, (2) Aimpoint T2 Rifle Optics, (2) Surefire Weapon Lights, (2) Surefire Weapon Light Pressure Switches (2) Magpul MS4 Dual QD Sling, (2) Magpul MBUS Pro Sight – Rear, and (2) Magpul MBUS Pro Sight - Front.

There were only four (4) vendors that were able to provide competitive pricing for (2) Surefire Suppressors, (2) Aimpoint T2 Rifle Optics, (2) Surefire Weapon Lights, (2) Surefire Weapon Light Pressure Switches (2) Magpul MS4 Dual QD Sling, (2) Magpul MBUS Pro Sight – Rear, and (2) Magpul MBUS Pro Sight - Front, based on the following results:

- Talos Tactical, LLC, West Richland, WA – $4,036.00 plus WSST
- Lawmen's Shooters' Supply, Vero Beach, FL - $3,480.42 plus WSST (Bid Incomplete)
- ProForce Law Enforcement, Prescott, AZ - $4,247.50 plus WSST
- Larsen Firearms, Pasco, WA - $4,724.10 plus WSST
- 911 Supply, LLC, Keizer, OR – Did Not Respond
- Bravo Company USA, Inc., Hartland, WI – Provided Rifle Purchase Information Only

RECOMMENDATION

The BCSO recommends awarding the purchase of the (2) Surefire Suppressors, (2) Aimpoint T2 Rifle Optics, (2) Surefire Weapon Lights, (2) Surefire Weapon Light Pressure Switches (2) Magpul MS4 Dual QD Sling, (2) Magpul MBUS Pro Sight – Rear, and (2) Magpul MBUS Pro Sight - Front, to Talos Tactical, LLC, West Richland, WA in the amount of $4,036.00 plus WSST, as the lowest responsive bidder for said equipment.

FISCAL IMPACT

The funding for this purchase has been identified within the Sheriff's Equipment Purchase and Replacement fund per Resolution 2019-771 with no supplement needed.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AWARDING THE PURCHASE OF RIFLE EQUIPMENT TO TALOS TACTICAL, LLC, FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office (BCSO) is in the process of implementing a structured replacement plan for the current SWAT rifle inventory; and

WHEREAS, patrol rifles that are currently issued to deputies have either a very limited service life remaining or have been out of service due to operational issues; and

WHEREAS, it is necessary to phase out unserviceable SWAT rifles and associated equipment and issue new SWAT rifle platforms to the BCSO SWAT; and

WHEREAS, the BCSO solicited vendors from the MRSC listed under the categories of "General Goods" and "Police Supplies" for (2) SWAT Rifles w/ Surefire SOCOM Suppressor Adapters attached, (2) Surefire Suppressors, (2) Aimpoint T2 Rifle Optics, (2) Surefire Weapon Lights, (2) Surefire Weapon Light Pressure Switches, (2) Magpul MS4 Dual QD Sling, (2) Magpul MBUS Pro Sight – Rear, and (2) Magpul MBUS Pro Sight - Front; and

WHEREAS, Bravo Company USA, Inc., Hartland, WI was the only vendor able to provide pricing for the requested SWAT rifles; and

WHEREAS, Talos Tactical, LLC, West Richland, WA was the lowest bidder on the other associated equipment for the rifle build packages; and

WHEREAS, the BCSO recommends awarding this RFP for the purchase of the (2) Surefire Suppressors, (2) Aimpoint T2 Rifle Optics, (2) Surefire Weapon Lights, (2) Surefire Weapon Light Pressure Switches, (2) Magpul MS4 Dual QD Sling, (2) Magpul MBUS Pro Sight – Rear, and (2) Magpul MBUS Pro Sight - Front, based on the following results:

- Talos Tactical, LLC, West Richland, WA – $4,036.00 plus WSST
- Lawmen's Shooters' Supply, Vero Beach, FL - $3,480.42 plus WSST (Bid Incomplete)
- ProForce Law Enforcement, Prescott, AZ - $4,247.50 plus WSST
- Larsen Firearms, Pasco, WA - $6,804.00 plus WSST
- 911 Supply, LLC, Keizer, OR – Did Not Respond
- Bravo Company USA, Inc., Hartland, WI – Provided Rifle Purchase Information Only

WHEREAS, the BCSO reviewed the proposals and recommends awarding the purchase of said equipment to Talos Tactical, LLC in the amount of $4,036.00 plus WSST, as the lowest responsive bidder for said equipment; **NOW, THEREFORE**

BE IT RESOLVED, the items described within this resolution will be purchased by the Benton County Sheriff's Office Equipment Purchase and Replacement Fund 0141101, under Resolution 2019-771.

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and herby awards the purchase of (2) Surefire Suppressors, (2) Aimpoint T2 Rifle Optics, (2) Surefire Weapon Lights, (2) Surefire Weapon Light Pressure Switches, (2) Magpul MS4 Dual QD Sling, (2) Magpul MBUS Pro Sight – Rear, and (2) Magpul MBUS Pro Sight - Front to Talos Tactical, LLC, West Richland, WA in the amount of $4,036.00 plus 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

Orig: BCSO
Cc: Auditors, Purchase File, Talos Tactical, LLC T. Carlson

Talos Tactical, LLC

Quote

4096 W Van Giesen, Suite C
West Richland, WA 99353 (509) 967-7200

SOLD TO:
Benton County
Todd Carlson

SHIPPED TO:
Same

QUOTE NUMBER	
QUOTE DATE	February 13, 2020
OUR ORDER NO.	
YOUR ORDER NO.	
TERMS	Net 30
SALES REP	Matt Cieslar
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	COLL

Sales Tax Rate: 8.60%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2	Surefire SOCOM RC2 5.56 Suppressor	825.00	$1,650.00
2	Aimpoint T2 Optic (200198)	730.00	1,460.00
2	Surefire M600 Scout	200.00	400.00
2	Magpul MS4 Sling	44.00	88.00
2	MBUS Pro Rear Sight MAG276	67.00	134.00
2	MBUS Pro Front Sight MAG275	54.00	108.00
2	Surefire UE-SR07-BK	98.00	196.00

SUBTOTAL	4,036.00
TAX	347.10
FREIGHT	
	$4,383.10
	PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Matt Cieslar
(509) 967-7200
email: Matt@TalosTactical.com

MAKE ALL CHECKS PAYABLE TO:
Talos Tactical

THANK YOU FOR YOUR BUSINESS!

LAWMEN'S SHOOTERS' SUPPLY
"Distributors of Law Enforcement Equipment"
1910 82nd Avenue, Suite 102. • Vero Beach, Florida 32968 • (772) 569-8700 • Fax (772) 569-2955
In Florida Watts: 1-800-562-5697

February 6, 2020

Benton County Sheriff's Office
Attn: Detective Todd Carlson
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

RE: Proposal for Rifles & Accessories

Lisa,

Please find you're pricing below:

2 ea.	Bravo Co. CQB11 KMR-A Carbine	NO BID	NO BID
2 ea.	Surefire Suppressor, black #SOCOM556-RC2-BK	$858.96	$1,697.92
2 ea.	Aimpoint PRO Rifle Optic w/QRP2 mount #12841	$406.90	$ 813.80
2 ea.	Surefire Scout Light w/thumbscrew #M600lB-Z68-BK	$203.72	$ 407.44
2 ea.	Surefire Switch Assembly & Tape Switch #UE-SR07-BK	$100.82	$ 201.64
2 ea.	Magpul MS4 Dual QD Sling, Gen 2 #MAG518	$ 48.31	$ 96.62
2 ea.	Magpul MBUS Pro Sight, rear #MAG276	$ 72.50	$ 145.00
2 ea.	Magpul Pro Sight, front #MAG275	$ 59.00	$ 118.00
	TOTAL		$3,480.42

Price includes all shipping charges, but does not include the sales tax. The sales tax will be added when ordered; delivery will depend on availability at time of order. At this time delivery looks like 30-60 days except on the Suppressor; delivery will depend on ATF approval. If you have any questions or need anything else, please let me know.

Sincerely,

Gail Walker-Keen

Gail Walker-Keen
Bid Manager

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

P R I C E Q U O T E

QUOTE#	PAGE
479023	1
SHIP DATE	
A.S.A.P.	

SOLD TO

BENTON COUNTY SHERIFF'S OFFICE
7122 W. OKANOGAN PLACE, BLDG B

KENNEWICK WA 99336

509-222-3789

SHIP TO

BENTON COUNTY SHERIFF'S OFFICE
ATTN: TODD CARLSON
7122 W OKANOGAN PL BLD B
KENNEWICK WA 99336

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	02/12/20	037857	A	CURTIS WHEELER	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
2	NON-STOCK SOCOM556-RC2-BK SUREFIRE 556 SUPPRESSOR	861.33	EA .00	1,722.66
2	200198 AIM T-2 MICRO 2MOA LRP MNT	738.37	EA .00	1,476.74
2	M600AA-BK SUF SCOUT LGT 200 LUM 3V 2-AA	255.89	EA .00	511.78
2	NON-STOCK UE-SR07-BK SUREFIRE SWITCH ASSEMBLY & TAPE TAPE SWITCH	100.33	EA .00	200.66
2	MAG518BLK MPI DUALQD MULTI MISSION SLING GEN 2	44.78	EA .00	89.56
2	MAG276BLK MPI MBUS PRO REAR SIGHT STEEL	68.00	EA .00	136.00
2	MAG275BLK MPI MBUS PRO FRONT SIGHT STEEL	55.05	EA .00	110.10

This quote is valid for 45 days from date of quote pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

PRICE QUOTE

QUOTE#	PAGE
479023	2
SHIP DATE	
A.S.A.P.	

SOLD TO

BENTON COUNTY SHERIFF'S OFFICE
7122 W. OKANOGAN PLACE, BLDG B

KENNEWICK WA 99336

509-222-3789

SHIP TO

BENTON COUNTY SHERIFF'S OFFICE
ATTN: TODD CARLSON
7122 W OKANOGAN PL BLD B
KENNEWICK WA 99336

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	02/12/20	037857	A	CURTIS WHEELER	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	to receive price update upon expiration. ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to matt.anderson@proforceonline.com. For orders over $5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items IMPORTANT: To order from this quotation, please sign below. Printed Name: _____ - Date: _____ P.O.:_____ - Signature: _____			

COMMENT
FOR: TODD CARLSON
TODD.CARLSON@CO.BENTON.WA.US
BY: MATT ANDERSON

TERMS DUE NET 30 DAYS

SALES AMOUNT	4,247.50
8.600% SALES TAX	365.29
SUB TOTAL	4,612.79

Estimate

Date	Estimate No.
01/29/20	1155

LARSEN FIREARMS
Law Enforcement and Tactical Supplies
Class 3 Dealer

P.O. Box 3457
Pasco, WA. 99302

Name/Address
BENTON CO. SHERIFF 7122 W. OKANOGAN PLACE, BLDG. B KENNEWICK, WA 99336

Terms	FOB	REP
Due on receipt		

Item	Description	Quantity	Cost	Total
SUREFIRE	SOCOM556-RC2-BK	2	850.00	1,700.00T
AIMPOINT	T2 #200198	2	809.00	1,618.00T
SUREFIRE	M600U-Z68-BK	2	209.00	418.00T
SUREFIRE	UE-SR07-BK	2	105.00	210.00T
MAGPUL	MAG518-BLK	2	54.00	108.00T
MAGPUL	MAG276	2	82.00	164.00T
MAGPUL	MAG275	2	66.00	132.00T
	ST. SALES TAX		8.60%	374.10
			Total	$4,724.10

PH: (509) 545-0346 FAX: (509) 545-3161

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	**Execute Contract**	___	**Consent Agenda**	X
Subject: Purchase Award for Rifle Equipment	**Pass Resolution**	X	**Public Hearing**	___
	Pass Ordinance	___	**1st Discussion**	___
Prepared by: T. Carlson	**Pass Motion**	___	**2nd Discussion**	___
Reviewed by: R. Lukson	**Other**	___	**Other**	___

BACKGROUND INFORMATION/ SUMMARY

The Benton County Sheriff's Office (BCSO) is in the process of implementing a structured replacement plan for the current patrol rifle inventory. The patrol rifles that are currently issued to deputies have either a very limited service life remaining or have been out of service due to operational issues.

It is necessary to phase out unserviceable patrol rifles and associated equipment and issue new patrol rifle platforms to the BCSO patrol.

The BCSO solicited vendors from the MRSC listed under the categories of "General Goods" and "Police Supplies" for (4) Patrol Rifles w/ Surefire SOCOM Suppressor Adapters attached, (4) Surefire Suppressors, (4) Aimpoint PRO Rifle Optics, (4) Surefire Weapon Lights, (4) Magpul MS4 Dual QD Sling, (4) Magpul MBUS Pro Sight – Rear, and (4) Magpul MBUS Pro Sight - Front.

There were only four (4) vendors that were able to provide competitive pricing for (4) Surefire Suppressors, (4) Aimpoint PRO Rifle Optics, (4) Surefire Weapon Lights, (4) Magpul MS4 Dual QD Sling, (4) Magpul MBUS Pro Sight – Rear, and (4) Magpul MBUS Pro Sight - Front, based on the following results:

- Talos Tactical, LLC, West Richland, WA – $6,344.00 plus WSST
- Lawmen's Shooters' Supply, Vero Beach, FL - $6,454.52 plus WSST
- ProForce Law Enforcement, Prescott, AZ - $6,624.44 plus WSST
- Larsen Firearms, Pasco, WA - $6,804.00 plus WSST
- 911 Supply, LLC, Keizer, OR – Did Not Respond
- Bravo Company USA, Inc., Hartland, WI – Provided Rifle Purchase Information Only

RECOMMENDATION

The BCSO recommends awarding the purchase of the (4) Surefire Suppressors, (4) Aimpoint PRO Rifle Optics, (4) Surefire Weapon Lights, (4) Magpul MS4 Dual QD Sling, (4) Magpul MBUS Pro Sight – Rear, and (4) Magpul MBUS Pro Sight – Front, to Talos Tactical, LLC, West Richland, WA in the amount of $6,344.00 plus WSST, as the lowest responsive bidder for said equipment.

FISCAL IMPACT

The funding for this purchase has been identified within the Sheriff's Equipment Purchase and Replacement fund per Resolution 2019-771 with no supplement needed.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AWARDING THE PURCHASE OF RIFLE EQUIPMENT TO TALOS TACTICAL, LLC, FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office (BCSO) is in the process of implementing a structured replacement plan for the current patrol rifle inventory; and

WHEREAS, patrol rifles that are currently issued to deputies have either a very limited service life remaining or have been out of service due to operational issues; and

WHEREAS, it is necessary to phase out unserviceable patrol rifles and associated equipment and issue new patrol rifle platforms to the BCSO patrol; and

WHEREAS, the BCSO solicited vendors from the MRSC listed under the categories of "General Goods" and "Police Supplies" for (4) Patrol Rifles w/ Surefire SOCOM Suppressor Adapters attached, (4) Surefire Suppressors, (4) Aimpoint PRO Rifle Optics, (4) Surefire Weapon Lights, (4) Magpul MS4 Dual QD Sling, (4) Magpul MBUS Pro Sight – Rear, and (4) Magpul MBUS Pro Sight - Front; and

WHEREAS, Bravo Company USA, Inc., Hartland, WI was the only vendor able to provide pricing for the requested patrol rifles; and

WHEREAS, Talos Tactical, LLC, West Richland, WA was the lowest bidder on the other associated equipment for the rifle build packages; and

WHEREAS, the BCSO recommends awarding this RFP for the purchase of the (4) Surefire Suppressors, (4) Aimpoint PRO Rifle Optics, (4) Surefire Weapon Lights, (4) Magpul MS4 Dual QD Sling, (4) Magpul MBUS Pro Sight – Rear, and (4) Magpul MBUS Pro Sight - Front, based on the following results:

- Talos Tactical, LLC, West Richland, WA – $6,344.00 plus WSST
- Lawmen's Shooters' Supply, Vero Beach, FL - $6,454.52 plus WSST
- ProForce Law Enforcement, Prescott, AZ - $6,624.44 plus WSST
- Larsen Firearms, Pasco, WA - $6,804.00 plus WSST
- 911 Supply, LLC, Keizer, OR – Did Not Respond
- Bravo Company USA, Inc., Hartland, WI – Provided Rifle Purchase Information Only

WHEREAS, the BCSO reviewed the proposals and recommends awarding the purchase of said equipment to Talos Tactical, LLC in the amount of $6,344.00 plus WSST, as the lowest responsive bidder for said equipment; **NOW, THEREFORE**

BE IT RESOLVED, the items described within this resolution will be purchased by the Benton County Sheriff's Office Equipment Purchase and Replacement Fund 0141101, under Resolution 2019-771.

Orig: BCSO
Cc: Auditors, Purchase File, Talos Tactical, LLC T. Carlson

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and herby awards the purchase of (4) Surefire Suppressors, (4) Aimpoint PRO Rifle Optics, (4) Surefire Weapon Lights, (4) Magpul MS4 Dual QD Sling, (4) Magpul MBUS Pro Sight – Rear, and (4) Magpul MBUS Pro Sight - Front to Talos Tactical, LLC, West Richland, WA in the amount of $6,344.00 plus 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

Orig: BCSO
Cc: Auditors, Purchase File, Talos Tactical, LLC T. Carlson

Talos Tactical, LLC

Quote

4096 W Van Giesen, Suite C
West Richland, WA 99353 (509) 967-7200

SOLD TO:
Benton County
Todd Carlson

SHIPPED TO:
Same

QUOTE NUMBER	
QUOTE DATE	February 13, 2020
OUR ORDER NO.	
YOUR ORDER NO.	
TERMS	Net 30
SALES REP	Matt Cieslar
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	COLL

Sales Tax Rate: 8.60%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4	Surefire SOCOM RC2 5.56 Suppressor	825.00	$3,300.00
4	Aimpoint PRO Optic	398.00	1,592.00
4	Surefire X300U-A	198.00	792.00
4	Magpul MS4 Sling	44.00	176.00
4	MBUS Pro Rear Sight MAG276	67.00	268.00
4	MBUS Pro Front Sight MAG275	54.00	216.00

SUBTOTAL	6,344.00
TAX	545.58
FREIGHT	
	$6,889.58
	PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Matt Cieslar
(509) 967-7200
email: Matt@TalosTactical.com

MAKE ALL CHECKS PAYABLE TO:
Talos Tactical

THANK YOU FOR YOUR BUSINESS!

LAWMEN'S SHOOTERS' SUPPLY
"Distributors of Law Enforcement Equipment"
1910 82nd Avenue, Suite 102. • Vero Beach, Florida 32968 • (772) 569-8700 • Fax (772) 569-2955
In Florida Watts: 1-800-562-5697

February 5, 2020

Benton County Sheriff's Office
Attn: Detective Todd Carlson
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

RE: Proposal for Rifles & Accessories

Lisa,

Please find you're pricing below:

4 ea.	Bravo Co. CQB11 KMR-A Carbine	NO BID	NO BID
4 ea.	Surefire Suppressor, black #SOCOM556-RC2-BK	$833.96	$3,335.84
4 ea.	Aimpoint PRO Rifle Optic w/QRP2 mount #12841	$400.65	$1,602.60
4 ea.	Surefire Weapon Light #X300U-A	$201.22	$ 804.88
4 ea.	Magpul MS4 Dual QD Sling, Gen 2 #MAG518	$ 47.64	$ 190.56
4 ea.	Magpul MBUS Pro Sight, rear #MAG276	$ 71.83	$ 287.32
4 ea.	Magpul Pro Sight, front #MAG275	$ 58.33	$ 233.32
	TOTAL		$6,454.52

Price includes all shipping charges, but does not include the sales tax. The sales tax will be added when ordered; delivery will depend on availability at time of order. At this time delivery looks like 30-60 days except on the Suppressor; delivery will depend on ATF approval. If you have any questions or need anything else, please let me know.

Sincerely,

Gail Walker-Keen

Gail Walker-Keen
Bid Manager

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

PRICE QUOTE

QUOTE#	PAGE
479026	1
SHIP DATE	
A.S.A.P.	

SOLD TO

BENTON COUNTY SHERIFF'S OFFICE
7122 W. OKANOGAN PLACE, BLDG B

KENNEWICK WA 99336

509-222-3789

SHIP TO

BENTON COUNTY SHERIFF'S OFFICE
ATTN: TODD CARLSON
7122 W OKANOGAN PL BLD B
KENNEWICK WA 99336

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	02/12/20	037857	A	CURTIS WHEELER	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
4	NON-STOCK SOCOM556-RC2-BK SUREFIRE 556 SUPPRESSOR	861.33	EA .00	3,445.32
4	12841 AIM PRO PATROL RIFLE OPTIC 2 MOA 1X 3 YR BATT LIFE	415.38	EA .00	1,661.52
4	X300U-A SUF X300A ULTRA 1000LUM WEAPON LIGHT	211.57	EA .00	846.28
4	MAG518BLK MPI DUALQD MULTI MISSION SLING GEN 2	44.78	EA .00	179.12
4	MAG276BLK MPI MBUS PRO REAR SIGHT STEEL	68.00	EA .00	272.00
4	MAG275BLK MPI MBUS PRO FRONT SIGHT STEEL	55.05	EA .00	220.20

This quote is valid for 45 days from date of quote pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.
ORDERING INSTRUCTIONS: Please reply to your sales represen-

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

PRICE QUOTE

QUOTE#	PAGE
479026	2
SHIP DATE	
A.S.A.P.	

SOLD TO

BENTON COUNTY SHERIFF'S OFFICE
7122 W. OKANOGAN PLACE, BLDG B

KENNEWICK WA 99336

509-222-3789

SHIP TO

BENTON COUNTY SHERIFF'S OFFICE
ATTN: TODD CARLSON
7122 W OKANOGAN PL BLD B
KENNEWICK WA 99336

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	02/12/20	037857	A	CURTIS WHEELER	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE

tative in writing to process this order or send an email to matt.anderson@proforceonline.com. For orders over $5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items

IMPORTANT: To order from this quotation, please sign below.

Printed Name: _____

Date: _____ P.O.:_____

Signature: _____

COMMENT
FOR: TODD CARLSON
TODD.CARLSON@CO,BENTON.WA.US
BY: MATT ANDERSON

TERMS DUE NET 30 DAYS

SALES AMOUNT	6,624.44
8.600% SALES TAX	569.70
SUB TOTAL	7,194.14

Estimate

LARSEN FIREARMS
Law Enforcement and Tactical Supplies
Class 3 Dealer

P.O. Box 3457
Pasco, WA. 99302

Date	Estimate No.
01/29/20	1154

Name/Address
BENTON CO. SHERIFF 7122 W. OKANOGAN PLACE, BLDG. B KENNEWICK, WA 99336

Terms	FOB	REP
Due on receipt		

Item	Description	Quantity	Cost	Total
SUREFIRE	SOCOM556-RC2-BK	4	850.00	3,400.00T
AIMPOINT	PRO OPTIC #12841	4	440.00	1,760.00T
SUREFIRE	X300U-A-BK	4	209.00	836.00T
MAGPUL	MAG276	4	82.00	328.00T
MAGPUL	MAG275	4	66.00	264.00T
MAGPUL	MAG518-BLK	4	54.00	216.00T
	ST. SALES TAX		8.60%	585.14
			Total	$7,389.14

PH: (509) 545-0346 FAX: (509) 545-3161

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	**Execute Contract**	___	**Consent Agenda**	**X**
Subject: Purchase Award for SWAT Rifles	**Pass Resolution**	**X**	**Public Hearing**	___
	Pass Ordinance	___	**1st Discussion**	___
Prepared by: T. Carlson	**Pass Motion**	___	**2nd Discussion**	___
Reviewed by: R. Lukson	**Other**	___	**Other**	___

BACKGROUND INFORMATION/ SUMMARY

The Benton County Sheriff's Office (BCSO) is in the process of implementing a structured replacement plan for the current patrol rifle inventory. The patrol rifles that are currently issued to deputies have either a very limited service life remaining or have been out of service due to operational issues.

It is necessary to phase out unserviceable patrol rifles and associated equipment and issue new SWAT rifle platforms to the BCSO TCRST members.

The BCSO solicited vendors from the MRSC listed under the categories of "General Goods" and "Police Supplies" for (2) SWAT Rifles w/ Surefire SOCOM Suppressor Adapters attached, (2) Surefire suppressors, (2) Aimpoint T2 Rifle Optics, (2) Surefire Weapon Lights, (2) Surefire Weapon Light Pressure Switches, (2) Magpul MS4 Dual QD Sling, (2) Magpul MBUS Pro Sight – Rear, and (2) Magpul MBUS Pro Sight - Front.

Bravo Company USA, Inc. was the only vendor that was able to provide pricing for the requested rifles.

RECOMMENDATION

The BCSO recommends awarding the purchase of the (2) rifles to Bravo Company USA, Inc. in the amount of $2,398 plus WSST, as the sole distributor for the rifles.

FISCAL IMPACT

The funding for this purchase has been identified within the Sheriff's Equipment Purchase and Replacement fund per Resolution 2019-771 with no supplement needed.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AWARDING THE PURCHASE OF TWO (2) SWAT RIFLES FROM BRAVO COMPANY USA, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office (BCSO) is in the process of implementing a structured replacement plan for the current patrol rifle inventory; and

WHEREAS, patrol rifles that are currently issued to deputies have either a very limited service life remaining or have been out of service due to operational issues; and

WHEREAS, it is necessary to phase out unserviceable patrol rifles and associated equipment and issue new patrol rifle platforms to the BCSO patrol; and

WHEREAS, the BCSO solicited vendors from the MRSC listed under the categories of "General Goods" and "Police Supplies" for (2) SWAT Rifles w/ Surefire SOCOM Suppressor Adapters attached, (2) Surefire suppressors, (2) Aimpoint T2 Rifle Optics, (2) Surefire Weapon Lights, (2) Surefire Weapon Light Pressure Switches (2) Magpul MS4 Dual QD Sling, (2) Magpul MBUS Pro Sight – Rear, and (2) Magpul MBUS Pro Sight - Front; and

WHEREAS, only one vendor was able to provide pricing for the requested rifles; and

WHEREAS, the BCSO recommends awarding the purchase of the (2) SWAT rifles based on the following results:

- **Bravo Company USA, Inc., Hartland, WI - $2,398 plus shipping and WSST**
- Lawmen's Shooters' Supply, Vero Beach, FL – Provided proposal for associated equipment only
- Larsen Firearms, Pasco, WA – Provided proposal for associated equipment only
- ProForce Law Enforcement, Prescott, AZ – Provided proposal for associated equipment only
- Talos Tactical, LLC, West Richland, WA – Provided proposal for associated equipment only
- 911 Supply, LLC, Keizer, OR – Did not respond

WHEREAS, the BCSO reviewed the proposals and recommends awarding the purchase of two (2) rifles to Bravo Company USA, Inc. in the amount of $2,398 plus WSST, as the sole distributor for the SWAT rifles; **NOW, THEREFORE**

BE IT RESOLVED, the items described within this resolution will be purchased by the Benton County Sheriff's Office Equipment Purchase and Replacement Fund 0141101, under Resolution 2019-771.

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and herby awards the purchase of two (2) SWAT rifles to Bravo Company USA, Inc., Hartland, WI in the amount of $2,398 plus WSST.

Orig: BCSO
Cc: Auditors, Purchase File, Bravo Company USA, Inc. T. Carlson

Dated this _____ day of _____, 2019.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: BCSO
Cc: Auditors, Purchase File, Bravo Company USA, Inc. T. Carlson

1/31/2020

PO Box 341
Hartland WI, 53029
Fax: 262-367-0989
Web: BravoCompanyMFG.com
BravoCompanyUSA.com

Official Quote for Record
Benton County Sheriff's Office

The below listed quote is valid for 30 days from the posted date.

Note: This correspondence contains confidential and/or privileged material and is intended only for the use of the recipient(s) named above. Any review, retransmission, conversion to hard copy, copying, reproduction, circulation, publication, dissemination or other use of, or taking of any action, or omission to take action, in reliance upon this information by persons or entities other than the intended recipient is prohibited.

We gladly accept department purchase orders submitted on department letterhead. You may email purchase orders to tsill@bravocompanyusa.com
or fax to (262) 367-0989

Thank you,

Bravo Company USA, Inc.
Email: tsill@bravocompanyusa.com

Product Code	Product Name	Price	Quantity	Total
BCM-Carbine-610-790	BCM® CQB11 KMR-A Carbine	$ 1,060.00	2	$ 2,120.00
SureFire-Warcomp-556-1	SureFire WARCOMP 556 Flash Hider / Suppressor Adapter for M4/ 16 Rifles and Variants	$ 129.00	2	$ 258.00
	Shipping Charge	$ 10.00	2	$ 20.00
			Grand Total	$ 2,398.00

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: March 10, 2020	**Execute Contract**	___	**Consent Agenda**	X
Subject: Purchase Award for Rifles	**Pass Resolution**	X	**Public Hearing**	___
Prepared by: T. Carlson	**Pass Ordinance**	___	**1st Discussion**	___
Reviewed by: R. Lukson	**Pass Motion**	___	**2nd Discussion**	___
	Other	___	**Other**	___

BACKGROUND INFORMATION/ SUMMARY

The Benton County Sheriff's Office (BCSO) is in the process of implementing a structured replacement plan for the current patrol rifle inventory. The patrol rifles that are currently issued to deputies have either a very limited service life remaining or have been out of service due to operational issues.

It is necessary to phase out unserviceable patrol rifles and associated equipment and issue new patrol rifle platforms to the BCSO patrol.

The BCSO solicited vendors from the MRSC listed under the categories of "General Goods" and "Police Supplies" for (4) Patrol Rifles w/ Surefire SOCOM Suppressor Adapters attached, (4) Surefire suppressors, (4) Aimpoint PRO Rifle Optics, (4) Surefire Weapon Lights, (4) Magpul MS4 Dual QD Sling, (4) Magpul MBUS Pro Sight – Rear, and (4) Magpul MBUS Pro Sight - Front.

Bravo Company USA, Inc. was the only vendor that was able to provide pricing for the requested rifles.

RECOMMENDATION

The BCSO recommends awarding the purchase of the (4) rifles to Bravo Company USA, Inc. in the amount of $4,796 plus WSST, as the sole distributor for the rifles.

FISCAL IMPACT

The funding for this purchase has been identified within the Sheriff's Equipment Purchase and Replacement fund per Resolution 2019-771 with no supplement needed.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AWARDING THE PURCHASE OF FOUR (4) RIFLES FROM BRAVO COMPANY USA, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office (BCSO) is in the process of implementing a structured replacement plan for the current patrol rifle inventory; and

WHEREAS, patrol rifles that are currently issued to deputies have either a very limited service life remaining or have been out of service due to operational issues; and

WHEREAS, it is necessary to phase out unserviceable patrol rifles and associated equipment and issue new patrol rifle platforms to the BCSO patrol; and

WHEREAS, the BCSO solicited vendors from the MRSC listed under the categories of "General Goods" and "Police Supplies" for (4) Patrol Rifles w/ Surefire SOCOM Suppressor Adapters attached, (4) Surefire suppressors, (4) Aimpoint PRO Rifle Optics, (4) Surefire Weapon Lights, (4) Magpul MS4 Dual QD Sling, (4) Magpul MBUS Pro Sight – Rear, and (4) Magpul MBUS Pro Sight - Front; and

WHEREAS, only one vendor was able to provide pricing for the requested rifles; and

WHEREAS, the BCSO recommends awarding the purchase of the (4) rifles based on the following results:

- **Bravo Company USA, Inc., Hartland, WI - $4,796 plus shipping and WSST**
- Lawmen's Shooters' Supply, Vero Beach, FL – Provided proposal for associated equipment only
- Larsen Firearms, Pasco, WA – Provided proposal for associated equipment only
- ProForce Law Enforcement, Prescott, AZ – Provided proposal for associated equipment only
- Talos Tactical, LLC, West Richland, WA – Provided proposal for associated equipment only
- 911 Supply, LLC, Keizer, OR – Did not respond

WHEREAS, the BCSO reviewed the proposals and recommends awarding the purchase of four (4) rifles to Bravo Company USA, Inc. in the amount of $4,796 plus WSST, as the sole distributor for the rifles; **NOW, THEREFORE**

BE IT RESOLVED, the items described within this resolution will be purchased by the Benton County Sheriff's Office Equipment Purchase and Replacement Fund 0141101, under Resolution 2019-771.

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and herby awards the purchase of four (4) rifles to Bravo Company USA, Inc., Hartland, WI in the amount of $4,796 plus WSST.

Orig: BCSO
Cc: Auditors, Purchase File, Bravo Company USA, Inc. T. Carlson

Dated this _____ day of _____, 2019.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: BCSO
Cc: Auditors, Purchase File, Bravo Company USA, Inc. T. Carlson

2/3/2020

PO Box 341
Hartland WI, 53029
Fax: 262-367-0989
Web: BravoCompanyMFG.com
BravoCompanyUSA.com

Official Quote for Record
Benton County Sheriff's Office

The below listed quote is valid for 30 days from the posted date.

Note: This correspondence contains confidential and/or privileged material and is intended only for the use of the recipient(s) named above. Any review, retransmission, conversion to hard copy, copying, reproduction, circulation, publication, dissemination or other use of, or taking of any action, or omission to take action, in reliance upon this information by persons or entities other than the intended recipient is prohibited.

We gladly accept department purchase orders submitted on department letterhead. You may email purchase orders to tsill@bravocompanyusa.com
or fax to (262) 367-0989

Thank you,

Bravo Company USA, Inc.
Email: tsill@bravocompanyusa.com

Product Code	Product Name	Price	Quantity	Total
BCM-Carbine-610-790	BCM® CQB11 KMR-A Carbine	$ 1,060.00	4	$ 4,240.00
SureFire-Warcomp-556-1	SureFire WARCOMP 556 Flash Hider / Suppressor Adapter for M4/ 16 Rifles and Variants	$ 129.00	4	$ 516.00
	Shipping Charge	$ 10.00	4	$ 40.00
			Grand Total	$ 4,796.00

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN TREASURERS INVESTMENT POOL FUND NUMBER 0109-101

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc auditor

Spencer

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr:

Fund Name: treasurers investment pool | Fund Nbr: 0109101

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
514.220	4102	contract services	$ 2,000	514.220	3508	computer replacement	$2,000
TOTAL			$0 $2,000	TOTAL			$2,000

Explanation:

purchase computer for investment officer

Prepared by: k Spencer | Date: 27-Feb-2020

Approved ❑ | Denied ❑ | Date: _____

_____ Chairman

_____ Member

_____ Member

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: APPOINTING MARY MILLS TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, BENTON COUNTY DIVISION OF THE SOUTHEAST WASHINGTON OFFICE, TO A TERM EXPIRING JUNE 30, 2023.

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Board of County Commissioners is required to make appointments to the Workforce Development Council after appropriate nomination; and

WHEREAS, Mary Mills has expressed his interest and willingness to fill a vacant position on the Workforce Development Council; and

WHEREAS, Mary Mills has been nominated by the Tri-Cities Regional Chamber of Commerce to fill the Business position for Workforce representation; and

WHEREAS, the Benton County Board of Commissioners deems this to be in the best interest of the county; **NOW, THEREFORE,**

BE IT RESOLVED the Benton County Board of Commissioners hereby appoints Mary Mills to the Business position for Workforce representation on the Workforce Development Council, with said term effective upon signature and expiring June 30, 2023.

APPROVED this ___ day of _____.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chair

_____
Chair Pro Tem

Attest:

_____
Clerk to the Board

_____
Member

AGENDA ITEM	ACTION NEEDED	DISCUSSION TYPE
Meeting Date: 10 Mar 2020	**Execute Contract X**	**Consent Agenda**
Subject: TRIDEC contract	**Pass Resolution X**	**Public Hearing**
Memo Date: 02 Dec 2019	**Pass Ordinance**	**1st Discussion X**
Prepared By: AJF	**Pass Motion**	**2nd Discussion**
Reviewed By:	**Other**	**Other**

SUMMARY

Attached for consideration is a standard service agreement for economic development services between Benton County and the Tri-City Development Council (TRIDEC). Staff recommends entering into the agreement with TRIDEC.

BACKGROUND

The County has held economic development services contracts with various entities in the community for years, TRIDEC being among the longest standing among them.

The calendar year 2020 contract amount is $70,000. The attached Work Plan details the economic development services provided by TRIDEC.

The contract has been reviewed and approved to form by the Prosecutor, and has already been signed by TRIDEC.

FISCAL IMPACT

$70,000.00 for the 2020 calendar year, payable from the Rural County Capital Fund.

MOTION

"I move that Benton County enter into an economic development agreement with TRIDEC for the year 2020, and that the Board authorize the Chairman to sign the agreement."

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A STANDARD SERVICE AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES WITH THE TRI-CITY DEVELOPMENT COUNCIL

WHEREAS, RCW 36.01.085 states that "It shall be in the public purpose for all counties to engage in economic development programs. In addition, counties may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and,

WHEREAS, the Tri-City Development Council (TRIDEC) is a nonprofit corporation currently operating an economic development program within Benton County that promotes economic development and diversification, business recruitment and retention, and other marketing activities in Benton County and the Tri-Cities metropolitan area; **NOW THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the standard service agreement for economic development services between Benton County and TRIDEC. The term of the contract shall be from the date of its execution by both parties, and terminating December 31, 2020. TRIDEC shall be compensated up to $70,000.00 for completion of the contract, to be paid from the Rural County Capital Fund as allowed by RCW 82.14.370 and County policy.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: BOCC file
cc: Auditor, Prosecutor (Ozuna), Sustainable Development, TRIDEC

Prepared by: A.J. Fyall

STANDARD SERVICE AGREEMENT
TERMS AND CONDITIONS

This Agreement is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY"), and the TRI-CITY DEVELOPMENT COUNCIL (TRIDEC), a Washington nonprofit corporation, with its principal address at 7130 West Grandridge Boulevard - Suite A, Kennewick, Washington, 99336; (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Agreement consists of this Agreement and the following attached exhibits, which are incorporated herein by this reference:

a. 2020 Plan of Work

2. DURATION OF CONTRACT

The term of this Agreement shall begin when executed by both parties, and shall expire on December 31, 2020.

3. SERVICES PROVIDED

a. The CONTRACTOR shall perform economic development programs for the duration of this Agreement, including functions and services detailed in the attached 2020 Plan of Work ("Exhibit A") and made part of this Agreement, and other projects and programs that further promote and market Benton County for purposes of business recruitment, outside investment, tourism, and other related activities.

b. More specifically, the CONTRACTOR shall develop and execute a regional marketing program that will include direct selling site visits to a minimum of three major metropolitan areas and include participation at two industry events focused on key market sectors for Benton County.

c. The CONTRACTOR shall identify a representative to meet with the Benton County Administrator or his designee, a minimum of once per calendar quarter throughout the year to discuss

matters addressed in this Agreement and update the COUNTY as to the progress of meeting the economic development goals identified herein.

As the COUNTY'S "associate development organization", as designated by the COUNTY to the Washington State Department of Commerce, CONTRACTOR is eligible to receive certain funds from the COUNTY to finance certain personnel in economic development offices. To this end, all COUNTY funds provided under this Agreement are to be used for the purposes of funding CONTRACTOR personnel working to render the services described in Exhibit A.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

a. For CONTRACTOR: Laura Warr, Director of Finance
Tri-City Development Council
7130 West Grandridge Boulevard - Suite A
Kennewick, Washington 99336
509-735-1000

b. For COUNTY: Adam J. Fyall, Sustainable Development Manager
Benton County
7122 West Okanogan Place
Kennewick, Washington 99336
509-736-3053

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION & INVOICING

The parties acknowledge that COUNTY funding is made available to support CONTRACTOR personnel in their work on economic development services described in this Agreement, but also that the cost of such work is to be funded only partly by the COUNTY. The CONTRACTOR is obligated to obtain whatever funding is required to complete the 2020 Plan of Work. In order to partially fund the CONTRACTOR'S cost to perform the 2020 Plan of Work, the COUNTY agrees to pay the CONTRACTOR the sum of $70,000.00. Four payments shall be made by the COUNTY: The first installment in the amount of $17,500.00 will be for work performed during the first quarter of the year; the second installment in the amount of $17,500.00 will be for work performed during the second quarter of the year; the third installment in the amount of $17,500.00 will be for work performed during the third quarter of the year; and the fourth installment

in the amount of $17,500.00 will be for work performed during the fourth quarter of the year The CONTRACTOR shall submit an invoice to the COUNTY in the amount of $17,500.00 on or after March 31, 2020; the CONTRACTOR shall submit a second invoice to the COUNTY in the amount of $17,500.00 on or after June 30, 2020; the CONTRACTOR shall submit a third invoice to the COUNTY in the amount of $17,500.00 on or after September 30, 2020; and the CONTRACTOR shall submit a fourth invoice to the COUNTY in the amount of $17,500.00 on or before December 31, 2020. The COUNTY shall make payments within four weeks of receipt of each invoice from CONTRACTOR. Because the COUNTY'S funding source for support of this Agreement is governed by the statutory requirements of RCW 82.14.370, these funds may only be used by CONTRACTOR for personnel costs and may not be used for costs such as capital projects, travel expenses, or contracted consulting personnel.

6. AMENDMENT AND CHANGES IN WORK

No amendment, modification, or renewal of this Agreement shall be effective, unless set forth in a written amendment signed by both parties.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on

the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

a. **Workers Compensation:** CONTRACTOR shall comply with all Washington State Workers Compensation laws. 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, employers liability, commercial liability or commercial umbrella liability insurance.

b. **Commercial General Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than five-hundred thousand dollars ($500,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than one million dollars ($1,000,000). CONTRACTOR shall provide certificate of such insurance to COUNTY'S representative prior to start of work, with COUNTY as Certificate Holder.

c. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

9. TERMINATION

The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for invoices previously submitted in accordance with this Agreement and a pro-rata payment for the portion of the month for which services were rendered prior to the date any such termination is effective.

10. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement, including, but not limited to, prevailing wage laws.

11. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

12. DISPUTES

Differences over the CONTRACTOR'S performance will 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.

13. ENTIRE AGREEMENT

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

14. 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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served.

- The remainder of this page intentionally left blank. -

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

Benton County Board of Commissioners	**Tri-City Development Council**
Jim Beaver, Chairman	Karl Dye, President
Dated	Dated

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

Attest:

Clerk of the Board

Approved as to Form

Deputy Prosecuting Attorney

EXHIBIT A

TRI-CITY DEVELOPMENT COUNCIL
2020 PLAN OF WORK

WHY TRI-CITIES?

The area wide approach to economic development continues to be sound not only because it's more efficient and cost effective, but because as a "single entity" the Tri-Cities holds more attraction than as individual jurisdictions.

STRATEGIC OBJECTIVES

In 2019 the Board of Directors embarked on a strategic planning process. TRIDEC's mission statement was fine-tuned and the three pillars for growth and prosperity were developed: economic diversification, federal advocacy, and creative leadership.

The revised mission and three pillars will be used to drive TRIDEC's plan of work for 2020.

MISSION

TRIDEC is a unifying voice that stimulates and sustains a vibrant regional economy by fostering economic growth and prosperity.

ECONOMIC DIVERSIFICATION

TRIDEC leads economic diversification in the region by attracting companies that provide family wage jobs and generate new wealth in the community.

TRIDEC's proactive recruitment efforts focus on companies that produce products or provide services that return capital to the region in the form of wages and profits. These companies and jobs create a multiplier effect that supports the local service and hospitality sectors of the economy.

Sectors targeted for recruitment include food processing, logistics, carbon fiber manufacturing, energy technologies and equipment manufacturing, and training activities.

To help attract companies to the Tri-Cities, TRIDEC will engage in the following:

- Advertising, External Communication and Recruitment Mailings
- Lead Generation: Whittaker SmartLeads Program
- Trade Shows/Target Industry Events/Site Selector Meetings

TRIDEC champions a business climate and quality of place that removes barriers and enables the success of existing businesses.

Retention and expansion of existing businesses, especially manufacturing, is usually considered the economic development engine of a community. TRIDEC's business retention and expansion program will continue to implement new and dynamic programs to grow our existing manufacturers.

To help existing businesses expand, TRIDEC will:

- Continue to visit local manufacturers and businesses and develop relationships.
- Support the work of the Columbia Basin College in their efforts to develop the Columbia Basin College Culinary Arts Center.
- Monitor the Federal Opportunity Zone Program and work with the Cities of Pasco and Kennewick to identify potential development projects that can utilize the incentives offered through the program.
- Promote accomplishments by area manufacturers in the TRIDEC e-newsletters and social media.
- Continue to provide office space to the Small Business Development Council (SBDC) and SCORE.

TRIDEC will join with local and statewide organizations to advocate for state and national policies and legislation favorable to businesses such as continued operation of the Export-Import Bank and tax and labor policies including, but not limited to, income tax, B&O tax, manufacturing and research tax credits, minimum wage and overtime.

TRIDEC will actively monitor relevant state policies and issues that may impact the Tri-Cities, including:

- Continue active participation in the Tri-Cities Legislative Council.
- Monitor and advocate for or against major policies or proposals that

could have significant impacts or benefits on the greater Tri-City Region.
- Act as a credible voice on the impacts of policy or proposals.
- Cultivate and maintain strong relationships with state legislators and agency officials.

TRIDEC supports a Tri-City economy that stimulates new ideas, attracts and retains talent, and supports a thriving entrepreneurial community.

TRIDEC encourages growth in entrepreneurial activity and the local technology sector, including the transfer of more technology to the local community from the Pacific Northwest National Laboratory. TRIDEC advocates to reduce barriers that contribute to local employers' difficulty in attracting and retaining talent to the community.

As part of these efforts, TRIDEC agrees to:

- Support growth in the local startup community and facilities by .
- Continue to support the Fuse Fund by and assisting the fund managers in identifying potential investments.
- Participate as a judge and sponsor in the Annual Richland Rotary Entrepreneurial Awards.
- Partner with Impact Washington to provide manufacturing consulting services to individual companies, as requested by the companies.

FEDERAL ADVOCACY

TRIDEC will aggressively advocate for programs and funding that lead to continued growth of world-class research and development activities at Pacific Northwest National Laboratory (PNNL).

TRIDEC believes that PNNL is an important economic engine for the community as well as a source for technology transfer and spin-off businesses.

TRIDEC will continue to advocate for funding for the DOE programs of importance to PNNL.

TRIDEC will aggressively advocate for the policies and funding needed to accelerate cleanup and reduce risks at the Department of Energy's Hanford Site.

TRIDEC and the Tri-City community believe meaningful progress towards completing cleanup of the Hanford Site is a top priority.

In addition to funding, TRIDEC will advocate for thoughtful policies and regulatory approaches that reduce costs and expedite the reduction of risks to human health or the environment.

TRIDEC will actively pursue new federal and non-federal missions that leverage the highly skilled workforce at PNNL and Hanford.

TRIDEC will continue to work with Washington state's congressional delegation, government contractors, local industry and federal agencies to identify new missions or uses for the Hanford Site.

CREATIVE LEADERSHIP

TRIDEC, as the unifying voice, will provide creative leadership for the community on issues of economic importance to the Tri-Cities.

TRIDEC's Board of Directors and leadership make TRIDEC the "go-to" organization with an influence on economic issues that face the community.

TRIDEC will act as the unifying voice on regional issues such as Hanford cleanup, future uses of Hanford lands, Columbia River shoreline reconveyance, and others as they arise.

TRIDEC will work closely with our regional economic development partners, including cities, counties, ports, area chambers of commerce, Visit Tri-Cities, and Higher education institutions to facilitate the greater mission of economic development.

# # #

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: March 10, 2020	Execute Agreement	**Consent Agenda**
Subject: Temporary Help for ER&R	Pass Resolution X	**Public Hearing**
	Pass Ordinance	**1st Discussion**
Prepared by: DCC	Pass Motion	**2nd Discussion**
Reviewed by: RB	Other	**Scheduled Business X**

BACKGROUND INFORMATION

One of the Mechanics is out due to an injury. The workload at the shop has not slowed down and there is a need to hire a temporary employee. The temporary employee will only be needed for the duration of the permanent employee's absence, or a maximum of 5 months. Funds need to be transferred from the Mechanic II line item to the Temporary Employee line item.

SUMMARY

A line item transfer is required to fund Temporary Employee

RECOMMENDATION

Approve resolution authorizing the temporary position within the Equipment Rental and Revolving fund.

FISCAL IMPACT

None.

MOTION

I move that we approve the resolution authorizing the temporary help position in the Equipment Rental and Revolving Fund for the 2019-2020 budget cycle.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: TRANSFER OF FUNDS WITHIN EQUIPMENT RENTAL AND REVOLVING FUND 0501-101, DEPARTMENT NUMBER 650

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

Dated this 10th day of March, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

D Calhoun

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Equipment Rental and Revolving

Dept Nbr: 650

Fund Name: Equipment Rental and Revolving

Fund Nbr: 0501101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
548.690	1084	Mechanic II	5,000	548.690	1905	Temporary Help	5,000
TOTAL			$5,000	TOTAL			$5,000

Explanation:

Hiring a temporary Employee to help with work while the Mechanic II is out. Budget transfer is for the 2019/2020 cycle only.

Prepared by: Debbie Calhoun

Date: 10-Mar-2020

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 3/10/2020 **Subject: Update Managers and Administrators Salary Schedule** **Prepared by: L. Wingfield**	**Execute Contract** **Pass Resolution X** **Pass Ordinance** **Pass Motion** **Other**	**Consent Agenda** **Public Hearing** **1st Discussion X** **2nd Discussion** **Other**

BACKGROUND INFORMATION

There is a need to do an administrative clean up to match job titles, job descriptions, and budget titles. The following changes have occurred on the Managers and Administrators salary schedule:

- Public Works Manager title changed to Director of Operations and Capital Assets
- Jail Commander title changed to Chief of Corrections
- Risk Manager moved from non-barg salary schedule to Managers and Administrators salary schedule

SUMMARY

See above.

FISCAL IMPACT

No supplement required.

MOTION

I move to approve the revised 2020 Managers and Administrators salary schedule.

cc: HR, Auditor, Jail, Commissioners **Prepared by: L. Wingfield**

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING A RISK MANAGER SALARY ON THE MANAGERS AND ADMINISTRATORS SALARY SCHEDULE, CHANGING THE PUBLIC WORKS MANAGER TITLE TO DIRECTOR OF OPERATIONS AND CAPITAL ASSETS, AND CHANGING THE TITLE OF THE JAIL COMMANDER TO CHIEF OF CORRECTIONS.

WHEREAS, as part of the job titles, job descriptions, and budget titles administrative clean-up project, the need to establish the Risk Manager salary on the Managers and Administrators salary schedule has come up; and

WHEREAS, change the title of the Public Works Manager to the Director of Operations and Capital Assets; and

WHEREAS, change the title of the Jail Commander to the Chief of Corrections; and

WHEREAS, job descriptions have also been updated for the Director of Operations and Capital Assets and the Chief of Corrections; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approve the placement of the Risk Manager position on the Benton County Managers and Administrators salary schedule at a grade 6; and

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approve the title change of the Public Works Manager to the Director of Operations and Capital Assets; and

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approve title change of the Jail Commander to the Chief of Corrections; and

BE IT RESOLVED, that the Board of Benton County Commissioners hereby adopt the revised and attached 2020 Managers and Administrators salary schedule; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retain 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

cc: HR, Auditor, Jail, Commissioners

Prepared by: L. Wingfield

2020 SALARY SCHEDULE

EXHIBIT A

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

Job Title	Grade
Deputy Administrator	13
OPD Manager	13
Public Works Administrator	13
Chief of Corrections	13
County Engineer	11
Director of Operations & Capital Assets	11
IT Manager	10
Chief Staff Defender	10
Jail Captain	10
Finance Manager	9
Human Services Manager	8
HR Manager	8
Planning Manager	8
IT Assistant Manager	7
Facilities Manager	6
Building Manager	6
Assistant Finance Manager	6
Risk Manager	6
Sustainable Development Manager	5
Assistant Planning Manager	5
Assistant HR Manager	5

cc: Payroll, HR, and Stephen Hallstrom

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 03-10-2020 **Subject:** Establish Director of Operations and Capital Assets classification description **Prepared by:** K. Ainsworth	**Execute Contract** **Pass Resolution** X **Pass Ordinance** **Pass Motion** **Other**	**Consent Agenda** **Public Hearing** **1st Discussion** X **2nd Discussion** **Other**

BACKGROUND INFORMATION

The Human Resources Manager worked with the County Administrator and Deputy County Administrator to change the Public Works Manager classification description to a Director of Operations and Capital Assets classification description. The Human Resources Manager has created the job classification description attached to this resolution.

SUMMARY

See above.

RECOMMENDATION

Recommend approving the Director of Operations and Capital Assets classification description.

FISCAL IMPACT

No supplement required.

MOTION

I move to approve the Director of Operations and Capital Assets classification description as presented.

cc: HR, Auditor, Commissioners

Prepared by: K. Ainsworth

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CHANGING THE PUBLIC WORKS MANAGER CLASSIFICATION DESCRIPTION TO A DIRECTOR OF OPERATIONS AND CAPITAL ASSETS CLASSIFICATION DESCRIPTION.

WHEREAS, the Benton County Administrator and Deputy County Administrator have expressed a need to create a Director of Operations and Capital Assets classification description; and

WHEREAS, the Human Resources Manager worked with the County Administrator and Deputy County Administrator to create a job classification description for a Director of Operations and Capital Assets; and

WHEREAS, the Director of Operations and Capital Assets classification description will replace the Public Works Manager classification description **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, hereby approves the recommended Director of Operations and Capital Assets classification description; and

BE IT FURTHER RESOLVED, that the Director of Operations and Capital Assets classification description will replace the Public Works Manager classification description; 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

cc: HR, Auditor, Commissioners

Prepared by: K. Ainsworth

TITLE: Director of Operations & Capital Assets

DEPARTMENT: Fleet Maintenance (ER&R), Facilities, Capital Improvement, GIS

REPORTS TO: County Administrator and/or Deputy County Administrator

SUPERVISES: Facilities Manager, Fleet Superintendent, Procurement-Contract Coordinators, GIS Technicians

FLSA: Exempt

SUMMARY:

Plans, organizes and directs assigned activities in Benton County including the design, construction, operation, and maintenance of county buildings, facilities, parks and grounds. Oversees the fleet maintenance department (ER&R). Directs efforts of the GIS department. Manages and directs the procurement efforts for assigned departments and assists in procurement efforts for other departments.

EXAMPLES OF JOB DUTIES: (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Directs various operations to achieve goals within budgeted funds and available personnel by managing assigned operation and activities: plans and organizes workloads and staff assignments, reviews progress, directs changes in priorities and schedules as needed to assure work is completed in a safe, efficient and timely manner.

Provides managerial leadership and directs the selection, supervision and evaluation of staff. Conducts or oversees performance evaluations, and initiates and implements disciplinary actions as warranted.

Resolves grievances and other sensitive personnel matters.

Provides training and motivation reinforcement to make full use of individual capabilities and to meet changing system demands.

Establishes policies, procedures, work rules, safety requirements, and performance standards to assure the efficient and effective operation of assigned departments accountabilities by drafting documents in compliance with County standards and federal, state, and local laws and implementing and maintaining same.

Monitors fiscal operations of the department; prepares and administers the budget based on staffing and resource requirements, cost estimates, and County objectives and goals.

Approves, monitors and documents expenditures assuring compliance with approved budget and staffing levels.

Assists in the negotiation and review of department contracts.

Oversees and evaluates bid proposals on services, supplies, equipment and contract work.

Provides planning leadership and direction and develops short and long-range plans, goals, and objectives for the assigned functions; coordinates department programs with other departments and outside agencies.

Confers with County Administrator and Deputy County Administrator on proposals and problems related to county operations; provides technical advice as necessary.

Analyzes and recommends improvements to existing facilities, equipment, and systems.

Develops and maintains systems and records that provide for proper evaluation, control and documentation of assigned operations.

Directs the resolution of inquiries, complaints, or problems, or emergencies affecting the availability or quality of operations and services.

Responds to the most sensitive or complex inquiries or service complaints. Makes presentations regarding assigned activities.

Performs other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of practices, principles, and procedures of buildings and facilities systems and related local, state, and federal rules and regulations.

Thorough knowledge of modern principles and practices of management and supervision.

Knowledge of public contract and funding application procedures and contract negotiation.

Knowledge of legal requirements, regulations and laws applicable to area of assignment.

Knowledge of principles and practices of governmental fiscal management, including budget preparation, expenditure control, grant writing, and record keeping.

Ability to plan, organize and oversee assigned work programs, including monitoring work schedules and evaluating the work of subordinates.

Ability to develop departmental goals and objectives and to conduct and implement planning activities.

Ability to analyze and evaluate operations and develop and implement corrective action to resolve problems.

Ability to establish and maintain effective working relationships with employees, County Commissioners, other agencies, and the general public.

Ability to communicate effectively, both orally and in writing, with individuals and groups regarding complex or sensitive issues or regulations.

EDUCATION AND EXPERIENCE:

Bachelor's degree in civil engineering, project management, architecture or related field. Five years of professional level experience in public administration and the design, construction, operation or maintenance of buildings and facilities or public infrastructure (roads/streets, water, sewer, etc.); or any combination of education and experience which would provide the applicant with the desired skills, knowledge and ability required to perform the job.

Four (4) or more years of high-level management experience in public facilities or public works field is desired.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Driver's License.

Certification in contract management from a recognized agency is desired.

UPDATED 06/2013
10/2017
03/2020

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

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Capital Projects | Fund Nbr: 0305101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.200	1947	Public Works Manager	$95,124	518.200	1947	Director of Operations & Capital Assets	$95,124
TOTAL			$95,124	TOTAL			$95,124

Explanation:

To change the line item name from Public Works Manager to Director of Operations & Capital Assets. Position remains a grade 11 on the Managers Salary Scale.

Prepared by: Linda Ivey | Date: 04-Mar-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 03-10-2020 **Subject:** Update the Jail Captain classification description **Prepared by:** K. Ainsworth	**Execute Contract** **Pass Resolution** X **Pass Ordinance** **Pass Motion** **Other**	**Consent Agenda** **Public Hearing** **1st Discussion** X **2nd Discussion** **Other**

BACKGROUND INFORMATION

The Human Resources Manager worked with the Chief of Corrections to update the Jail Captain classification. The Human Resources Manager has created the job classification description attached to this resolution.

SUMMARY

See above.

RECOMMENDATION

Recommend approving the Jail Captain classification description as presented.

FISCAL IMPACT

No supplement required.

MOTION

I move to approve the Jail Captain classification description as presented.

cc: HR, Auditor, Commissioners, Corrections Department

Prepared by: K. Ainsworth

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF UPDATING THE JAIL CAPTAIN CLASSIFICATION DESCRIPTION.

WHEREAS, the Chief of Corrections has expressed a need to update the Jail Captain classification description; and

WHEREAS, the Human Resources Manager worked with the Chief of Corrections to update the job classification description for the Jail Captain; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, hereby approves the recommended Jail Captain classification description; 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 it 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

cc: HR, Auditor, Commissioners, Corrections Department

Prepared by: K. Ainsworth

TITLE: Jail Captain

DEPARTMENT: Commissioners - Corrections Department

REPORTS TO: Chief of Corrections

SUPERVISES: Jail Staff

FLSA: Exempt

SUMMARY:

Plans, organizes and manages a division in the County Corrections department including administration, civil and records functions.

EXAMPLES OF JOB DUTIES: (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Manages assigned functions to achieve goals with budgeted funds and available personnel; plans, organizes, and monitors workloads and staff assignments; directs changes in priorities and schedules as needed to assure work is completed in an efficient and timely manner.

Develops, recommends, and implements policies, procedures, legislation, work rules, safety requirements, and performance standards related to area of assignment to assure the efficient and effective operations in compliance with County standards and federal, state, and local laws.

Selects, supervises and evaluates assigned staff. Conducts performance evaluations and initiates and implements disciplinary actions as warranted. Resolves grievances and other sensitive personnel matters. Coordinates training for assigned staff.

Develops and monitors the budget for area of responsibility based on staffing and resource requirements, cost estimates, and objectives and goals. Monitors and documents expenditures. Purchases equipment and supplies as needed.

Plans, organizes, performs, and supervises the administrative functions in the County Corrections Department including budgeting, payroll, purchasing, personnel, records, civil, and related activities to support the department operations. Provides administrative and secretarial support to the Commander.

Performs personnel administration functions by coordinating the employment process with the civil service commission, providing new employee orientation; preparing payroll and personnel records, and travel reimbursements; and performing related personnel activities for the department.

Investigates complaints against personnel; directs the resolution of inquiries, complaints, or problems affecting the availability or quality of services. Responds to sensitive or complex inquiries or complaints.

Prepares correspondence, files, reports and other written documentation; may review and process documents such as contracts, agreements, bids and petitions.
Performs other related duties as assigned. information regarding appraisal techniques and methods.

WORKING CONDITIONS:

Work is primarily performed in the office; travel may be required to attend meetings.

KNOWLEDGE, SKILLS, AND ABILITIES:
Knowledge of practices and processes at a law enforcement agency.

Knowledge of bookkeeping procedures and practices.

Thorough knowledge of modern principles and practices of management and supervision.

Knowledge of legal requirements, regulations and laws applicable to assigned area.

Knowledge of practices, principles, and procedures of civil functions and processes at a correctional agency.

Ability to manage varied office operations and establish record keeping and information systems.

Ability to assign, supervise, and evaluate the work of subordinates.

Ability to use computer spreadsheet, database, and word processing programs.

Ability to establish and maintain effective working relationships with employees, other agencies, and the general public.

Ability to communicate effectively, both orally and in writing, with individuals and groups regarding complex or sensitive issues or regulations.

EDUCATION AND EXPERIENCE:

Associate degree in business administration is desirable. High School diploma or G.E.D., and two years of office management experience, preferably in a law enforcement agency or law office, or any combination of education and experience which would provide the applicant with the desired skills, knowledge and ability require to perform the job.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Driver's License.

Certification of Corrections Officers Academy.

Successful completion of the executive management course offered by the Washington State Criminal Justice Training Commission within six months from date of hire.

Successfully pass a background investigation.

Updated Sep 2019
March 2020

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 03-10-2020 **Subject:** Establish Chief of Corrections classification description **Prepared by:** K. Ainsworth	**Execute Contract** **Pass Resolution** X **Pass Ordinance** **Pass Motion** **Other**	**Consent Agenda** **Public Hearing** **1st Discussion** X **2nd Discussion** **Other**

BACKGROUND INFORMATION

The Human Resources Manager worked with the County Administrator and Deputy County Administrator to change the Jail Commander classification description to a Chief of Corrections classification description. The Human Resources Manager has created the job classification description attached to this resolution.

SUMMARY

See above.

RECOMMENDATION

Recommend approving the Chief of Corrections classification description.

FISCAL IMPACT

No supplement required.

MOTION

I move to approve the Chief of Corrections classification description as presented.

cc: HR, Auditor, Commissioners, Corrections Department **Prepared by: K. Ainsworth**

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CHANGING THE JAIL COMMANDER CLASSIFICATION DESCRIPTION TO A CHIEF OF CORRECTIONS CLASSIFICATION DESCRIPTION.

WHEREAS, the Benton County Administrator and Deputy County Administrator have expressed a need to create a Chief of Corrections classification description; and

WHEREAS, the Human Resources Manager worked with the County Administrator and Deputy County Administrator to create a job classification description for a Chief of Corrections; and

WHEREAS, the Chief of Corrections classification description will replace the Jail Commander classification description **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, hereby approves the recommended Chief of Corrections classification description; and

BE IT FURTHER RESOLVED, that the Chief of Corrections classification description will replace the Jail Commander classification description; 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 it 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

cc: HR, Auditor, Commissioners, Corrections Department

Prepared by: K. Ainsworth

TITLE: Chief of Corrections

DEPARTMENT: Commissioners – Corrections Department

REPORTS TO: County Administrator and/or Deputy County Administrator

SUPERVISES: Jail Staff

FLSA: Exempt

SUMMARY:

Plans, administers, organizes, and manages the activities of the Jail and relevant correctional programs. Responsible for the professional leadership and technical administration, management coordination, and direction of the Jail and its relevant correctional programs. Analyzes and evaluates operations to assure efficiency and adequacy of service. Directs and oversees all Corrections Department's facilities, programs and activities that involve in-custody and out-of-custody criminal justice system participants through enforcing department policies and procedures. Researches, develops and implements programs ensuring compliance with regulations and mandates, community safety, services to the courts and criminal justice system, and treatment and rehabilitation.

EXAMPLES OF JOB DUTIES: (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Provides managerial leadership to assigns, supervises, trains, disciplines, and evaluates assigned personnel and their activities; ensures adequate coverage for all shifts. Initiates and implements disciplinary actions as warranted and assures disciplinary measures are fair and consistent. Monitors workloads and assignments; changes priorities and schedules as needed to assure work is completed in an efficient and timely manner.

Participates in the selection and background investigation of new employees and makes recommendations regarding the hiring and termination of personnel.

Assumes command in serious or sensitive cases or operating problems; evaluates trends and adjusts assignments as needed.

Participates in developing and implementing procedures, work rules, and safety requirements. Develops, prepares and maintains special and regular reports to provide proper evaluation, control, and documentation of assigned functions.

Assists in developing the budget. Manages department operations to achieve goals with budgeted funds and available personnel; plans and organizes workloads and staff assignments, monitors progress, sets priorities, and makes changes as needed to meet department goals and demands.

In connection with the Human Resources Department and/or Prosecuting Attorney's

Office, investigates complaints against personnel; coordinates the resolution of inquiries, complaints, or problems affecting the availability or quality of services.

Establish department policies and procedures to implement executive and legislative directions, develop organizational structures including lines of authority, responsibility, and communication in order to carry out the policies and goals.

Development and implementation of department policies and concepts and long-range strategic planning for the Jail addressing current and projected needs and demands of the community.

Develops, recommends, and implements policy and procedure to assure efficient and effective operations in compliance with department goals and objectives. Analyzes and recommends improvements to existing facilities, equipment, and operating systems.

Assures adequate training for department personnel to make full use of individual capabilities; develops, coordinates, and implements training programs.

Requires resolving department personnel problems, participating in the handling of grievance and disciplinary procedures, ensure adequacy of methods and adherence to solid employment practices, rules, regulations, and policies.

Oversees the department's program of computerized systems; remains current on new technology and makes appropriate recommendations.

Review and implement appropriate training for staff and skills development. Ensure that staff has the resources needed to attain the goals and expectations of the Corrections Departments.

Review grants that become available and could benefit the Corrections Department.

Develop and maintain good working relationship between the Corrections Department, the local law enforcement agencies and other agencies and community groups. Be involved with the local Criminal Justice Advisory Committee.

Represent the county and the department at local, state and federal agencies and other organization's meetings regarding matters of interest to Corrections Department.

Coordinate and attend training seminars, conferences and others to ensure up-to-date and modern skills and knowledge that pertain to the proper execution of the duties and responsibilities of this position. Monitor, analyze and brief department staff on relevant developments and changes of interest or legislation that affects the procedures followed and services provided.

Monitors Jail capacity and adjusts booking/release policies as necessary.

Reviews and responds to inmate complaints, such as grievances.

Perform other duties as assigned by the Board of County Commissioners and County

Administrator.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of County, state, and federal laws and administrative codes relating to area of assignment including but not limited to affecting the services provided to offenders.

Knowledge of law enforcement principles, procedures, techniques, and equipment.

Knowledge of practices, principles, and procedures of all phases of law enforcement and the criminal justice system.

Thorough knowledge of modern principles and practices of management and supervision.

Knowledge of recent court decisions and how they affect jail operations; search and seizure laws, use of force, laws of arrest, and laws regarding forfeiture of real and personal property.

Knowledge of legal requirements, regulations and laws applicable to assigned programs.

Knowledge of principles, practices and procedures of jail administration, care and custody of inmates, custody organization and operation; records management; care and custody of property; laws, ordinances, and regulations affecting the operations of the Benton County Jail.

Knowledge of program planning and evaluation and budget development.

Skill in directing and managing the operations of a large department.

Skill in planning and supervising the work of a diverse group of employees.

Skill to interpret and apply a variety of rules, regulations and legislation affecting the operations of a correctional function.

Skill in operating computers, printers, scanners, peripheral equipment, and using modern software, including Microsoft Office (word processing, database management, and spread sheets), and Apple Products such as iPad, iPhone, etc.

Skills to research, analyze data, and arrive at conclusions. Able to make recommendations and propose plans of action, even with controversial issues.

Ability to exercise judgement and discretion of sensitive or confidential matters.

Ability to monitor work schedules and supervise and evaluate the work of subordinates.

Ability to perform effectively in emergency and stressful situations.

Ability to analyze and evaluate operations and develop and implement corrective action to resolve problems.

Ability to establish and maintain effective working relationships with employees and the general public.

Ability to communicate effectively, both orally and in writing.

Ability to work independently as well as possessing the ability to work well in a team environment.

Ability to organize and prioritize in order to effectively work in a multi-task and busy work environment with demands from multiple sources and projects. Efficiently work in a demanding and political environment.

Ability to interpret and apply pertinent federal, state and local laws, codes and regulations.

WORKING ENVIRONMENT:

Working environment includes activities or contacts in multiple indoor or outdoor venues. Physical abilities required for this position are ones typically related to corrections activities in challenging environments. Ability to perform tasks such as sitting, standing, bending, squatting, kneeling, grabbing, carrying, holding, walking, running, and ability to move/push/pull or lift heavy objects exceeding fifty (50) pounds. Ability to perform strenuous physical tasks such as controlling inmates and able to work long and protracted hours of the day and night depending on the complexities of unique situations. Subject to being on-call and 24-hour call-back for emergencies; great mental ability and exertion is required daily.

EDUCATION AND EXPERIENCE:

Bachelor's degree in Law Enforcement, Social Science, Business Administration, Public Administration or related field; a minimum of five years progressively responsible in the field of criminal justice, and two years of managerial and supervisory experience including budget administration, developing and administering programs targeted for the criminal justice system and offenders, or any combination of education and experience which would provide the applicant with the desired skills, knowledge and ability required to perform the job.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Driver's License.

Certification of Corrections Officers Academy.

Successful completion of the executive management course offered by the Washington State Criminal Justice Training Commission within six months from date of hire.

Successfully pass a background investigation.

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

Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Corrections Dept Nbr: 120

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: / TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	1411	Jail Commander	$87,913	523.620	1411	Chief of Corrections	$87,913
TOTAL			$87,913	TOTAL			$87,913

Explanation:

To change the line item name from Jail Commander to Chief of Corrections. Position remains a grade 13 on the Managers Salary Scale.

Prepared by: Linda Ivey Date: 03-Mar-2020

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member



Finance Presentation

January 1, 2019 – January 31, 2020

Current Expense

Finance Presentation

January 1, 2019 – January 31, 2020

Public Safety Tax